

Belote, Theodore.

Scioto Speculation and the Franch
Settlement at Gallipolis.

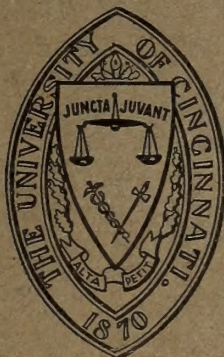
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The Scioto Speculation and the French
Settlement at Gallipolis

By Theodore Thomas Belote, A. M.



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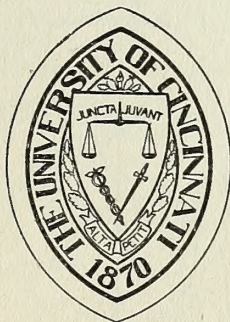
The Scioto Speculation and the French Settlement at Gallipolis

A STUDY IN OHIO VALLEY HISTORY

BY

Theodore Thomas Belote, A. M.

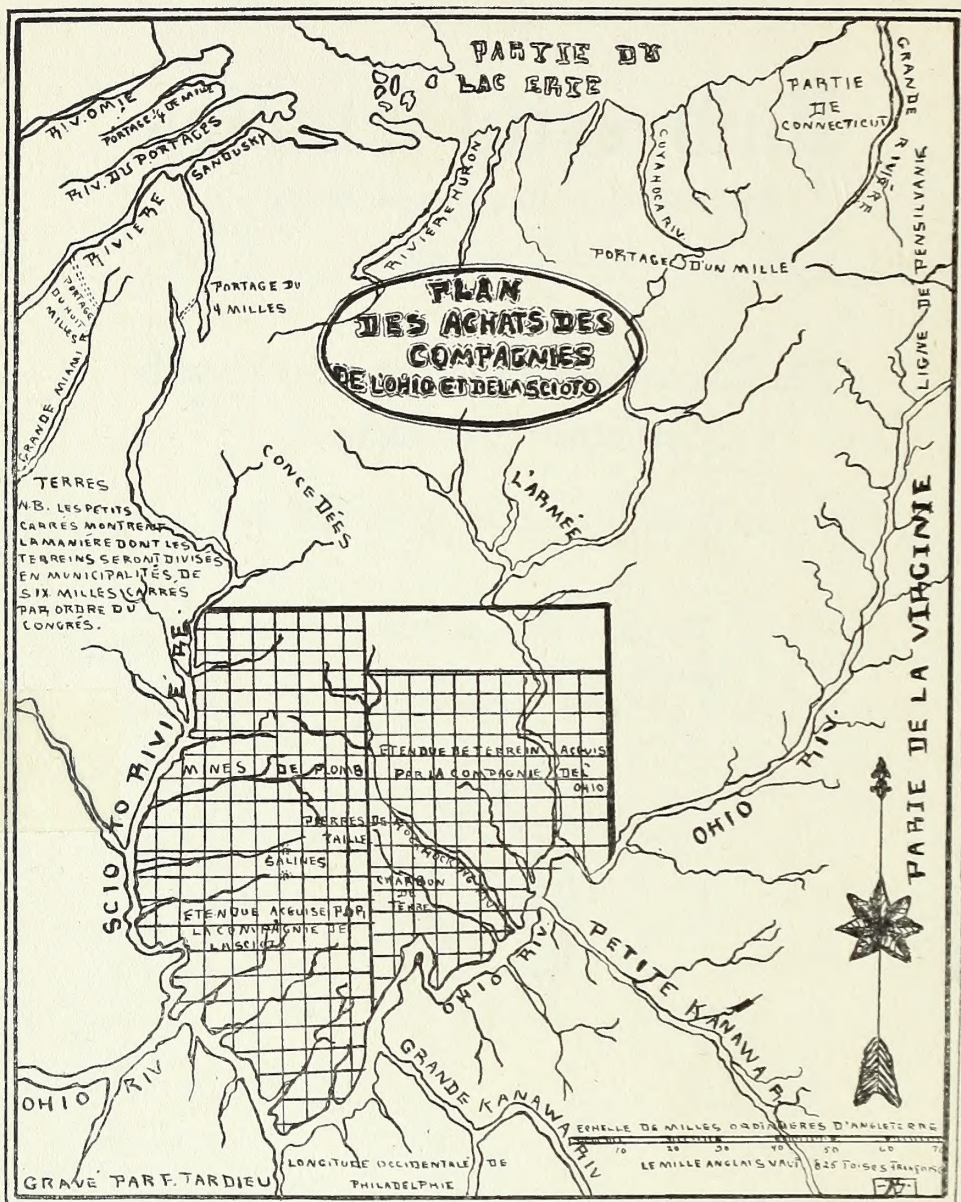
Colonial Dames Fellow in Ohio Valley History,
University of Cincinnati, 1906-1907



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Act of Congress of July 16, 1894.



Map No. 1—The above is a copy of the map published by the Scioto Company in Paris in their *Prospectus*. It was intended to show the respective situations of the Ohio and Scioto companies' tracts of land. Note the inscription, "Etendue acquis par la Compagnie de la Scioto, . . ." Water routes especially are shown, rivers and portages being given to show the easy means of communication with the United States, the south, the Great Lakes, and Canada. Notice also the mines and salt springs given. The map was engraved by F. Tardieu.

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INTRODUCTION

The unsuccessful attempt of the Scioto Associates to make their own fortunes, and to establish a French colony on the banks of the Ohio in 1790, forms one of the most interesting episodes in American history. The present study endeavors to set forth a comprehensive account of the Scioto Speculation from the time of its inception to its complete failure, both as a financial and as a colonizing scheme. In treating the Scioto Company an effort has been made to show who were responsible for the origin of that organization, its connection with the Ohio Company, what it accomplished in Paris, and the causes of its final failure. In dealing with the French emigrants the present writer has tried to avoid the more picturesque features of their story, since these have already been somewhat overworked in earlier accounts of the same subject.

The writer desires to take advantage of the present opportunity to acknowledge his obligations to the Colonial Dames in the State of Ohio, whose Fellowship in Ohio Valley History at the University of Cincinnati he has held while writing the present study, and without the financial aid of which it would hardly have been possible for him to pursue his researches. To the Historical and Philosophical Society of Ohio he is indebted for kind permission to make use of the "Gallipolis Papers" which are in their possession, and which have furnished the principal basis of this work; to Miss L. Belle Hamlin, the librarian of the Historical and Philosophical Society, and Mr. N. D. C. Hodges, the librarian of the Public Library of Cincinnati, he is much indebted for their uniform kindness and assistance in finding what he desired; and finally, he desires to express his sincere appreciation of the unfailing kindness and friendship of Professor Merrick Whitcomb, head of the Department of History of the University of Cincinnati, who has in a thousand ways been helpful from the start.

THEODORE T. BELOTE.

Cincinnati, Ohio, May 3, 1907.

BIBLIOGRAPHICAL NOTE

Much material for the study of the Scioto Speculation and the French Settlement at Gallipolis is to be found in the collection of original documents, and copies of original documents, embraced in the "Gallipolis Papers,"¹ which were presented to the Historical and Philosophical Society of Ohio, in 1897, by John Marshall Newton, Eugene F. Bliss, and Robert Clarke. These papers contain the following classes of documents:

1. Manuscript copies of articles concerning the French settlement written by some of the settlers themselves. Thus in the La Croix and the Bureau MSS. we have accounts of the French settlement from the pens of two of the first comers to Gallipolis: J. P. R. Bureau and Andre La Croix. But the fact that these accounts were written many years after the events described took place detracts from their value as historical material.

2. Copies of letters written by persons intimately connected with the Scioto Speculation, such as Barlow, Duer, Putnam, Flint, Walker, Craigie, Guion, Playfair, and others. These letters are of the highest importance.

3. Copies of English documents, such as transfers of land from Cutler and Sargent to Duer and his associates, Barlow's commission as the agent of the Scioto Associates, the petition of the French emigrants to the Ohio Company in 1795, and others.

4. Copies of French documents with a translation by Mr. Eugene F. Bliss, of Cincinnati. These comprise the bill of sale between Barlow and the French Company of the Scioto, the agreement constituting the French Company of the Scioto, deeds given purchasers of the Scioto lands by Playfair and Soissons, the minutes of the "Company of the Twenty-four," and other papers of like character.

Besides the "Gallipolis Papers" the following sources are worthy of mention:

Prospectus pour l'établissement sur les rivières d'Ohio et de

¹Throughout this study references to the "Gallipolis Papers" are given under the heading *G. P.*

Scioto en Amérique. This is the prospectus issued by the Scioto Company in Paris in 1789. It was largely responsible for the sales of Scioto lands made there. A copy of this *Prospectus* is in the library of the Historical and Philosophical Society of Ohio. This is now a very rare work.

Life, Journals, and Correspondence of Manasseh Cutler. Two volumes, Cincinnati, 1888. The source material here printed is very valuable for the inception of the Scioto Speculation and its connection with the Ohio Company.

Much of the information concerning the western country published in the *Prospectus* of the Scioto Company in Paris was derived from Thomas Hutchins' *Topographical Description of Virginia, Pennsylvania, Maryland, and North Carolina comprehending the Rivers Ohio, Kanawha,* This work appeared in Paris as the *Description Topographique* in 1781. The Scioto Company also had translated and published in Paris, in 1789, a pamphlet which had been written in the interest of the Ohio Company by Manasseh Cutler and published in Salem in 1787. This appeared in Paris as the *Description du Sol, des Productions de cette Portion des États-unis située entre la Pennsylvanie, les rivières de l'Ohio et du Scioto en Amérique en 1787.* To the French public was also given a translation of the Ordinance of 1787 entitled *Edit du Congrès des États-unis de l'Amérique Traduite de l'Anglois Pour les Terres située au Nord-Ouest de la rivière de l'Ohio, dans lesquelles se trouvent celles de la Compagnie du Scioto.*

The following newspapers and periodicals of the time are worth consideration in connection with the Scioto affair: The *Pennsylvania Packet*, the *Ohio Gazette*, the *Scioto Gazette*, the *Maryland Journal and Baltimore Advertiser*, the *Moniteur*.

In making a study of the French Settlement at Gallipolis the following works will be found helpful, but some of them are to be used with care, being very uncritical in some of their statements:

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New York, 1811.

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Travels in the United States in 1802. London, 1805.
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Brief Sketch of Ohio. London, 1823.

THE SCIOTO SPECULATION AND THE FRENCH SETTLEMENT AT GALLIPOLIS

CHAPTER I

THE SCIOTO SPECULATION AS THE OUTGROWTH OF THE NEGOTIATIONS BETWEEN CONGRESS AND THE OHIO
COMPANY IN 1787

During the progress of the Revolution there were two questions of paramount importance to be settled concerning that part of the present United States lying between the Alleghanies and the Mississippi River. One of these was: Shall the Colonies, their independence being recognized, possess this section? The other: If this territory becomes the property of the United States, would it belong to the states individually, or to the nation as a whole? The close of the Revolution brought a solution of both these problems. The Treaty of 1783 with England finally decided that the territory between the Alleghanies and the Mississippi was to be an integral part of the United States; and in the course of events, the individual states, recognizing that public opinion demanded such a step, surrendered their claims to western lands.¹ Thus the first section of our national domain was turned over to the United States. These events left in the hands of the Continental Congress an immense tract of land, over which the Indian title had not been extinguished and where the wilderness still held sway. It was a question as to how this land might best be employed. Western land was considered very valuable, even in its unimproved state. One of the leading arguments advanced in favor of the states surrendering their claims to the West had been, that this land might be utilized in paying the public debt. It was supposed that its sale would return large sums. Consequently it was left for disposal in the hands of the Treasury Board of the United States.

¹This did not come about, however, without much discussion, and many conditions were attached to some of the sessions. For a good treatment in brief of this whole subject see B. A. Hinsdale: *The Old Northwest*.

On June 16, 1783, two hundred and eighty-eight officers of the Continental army presented a petition in behalf of themselves and their men to the President of the United States and the Honorable Delegates in Congress assembled.² This petition requested that in return for their services in the late war, and in accordance with previous resolves of Congress, the petitioners be granted certain lands in the West, located between Lake Erie on the north, Pennsylvania on the east, the river Ohio on the south, and a meridian line twenty-four miles west of the Scioto River on the west. It was further requested that an additional grant be made by Congress to such of the army as wished to become adventurers in the new country. This last grant was to be made in such quantities and on such conditions of purchase and settlement as Congress should judge best. Payment for the same was to be made in the public securities of the United States.

This movement on the part of the old soldiers of the Revolution seeking pay for their services, to that time but meagerly requited, was heartily seconded by no less a person than Washington. Congress delayed action on the petition, and the scheme was lost sight of by all save its originators. But it was not defeated, and the petition of 1783 really laid the basis for the organization of the Ohio Company of Associates in 1786. That company, as did the petition of three years earlier, represented an effort on the part of the soldiers of the Revolution whose fortunes were much impaired to improve their condition by a settlement in the West. The most of these soldiers had been paid off in Continental certificates, worth at this time about one-tenth their face value. It was felt that if these certificates, worth very little as currency, could be exchanged at their face value for fertile lands in the West, it would be an excellent thing in many ways. The government would thereby discharge a large part of its outstanding obligations, the soldiers would be benefited, and an actual settlement northwest of the Ohio River would be begun. The consummation of all three of these objects was of the greatest importance to the welfare of the United States at that time.

One of the foremost men in the movement for the petition of 1783 had been General Rufus Putnam. When the army was dis-

²For copy of this petition see *Life, Journals, and Correspondence of Manasseh Cutler*, Vol. I, p. 160.

banded, Putnam, who like so many of the leaders of his time was a skilled surveyor, took up work in this capacity in Maine. His friend and colleague General Benjamin Tupper was set to work on the Seven Ranges. On January 10, 1786, these two issued a notice under their names jointly inviting all officers and soldiers who had served in the late war and who expected to receive tracts of land in the Ohio country, together with all good citizens who desired to become adventurers in that delightful region, to meet and form a general association for the purpose of becoming purchasers and prosecuting a settlement in the said country.³ The result of this notice was the formation of the Ohio Company of Associates. The object of the company, as stated in the Articles of Association of its subscribers, was to raise a fund in Continental certificates for the purpose of buying lands from the United States, with a view to promoting a settlement in the West. The amount of funds to be raised was not to exceed one million dollars in Continental certificates, exclusive of one year's interest thereon.⁴

The company once organized, the next move was to bargain with Congress for a sale of lands. This transaction was destined to be not so simple as might at first appear. It was true, as we have seen, that Congress was eager to sell the public domain in the Northwest, especially if it could thereby get the sold land settled. But the price of the land remained to be decided on, and as yet nothing of importance had been done toward the weighty task of providing a government for the Northwest Territory.⁵ These two points were considered of the highest importance by the members of the Ohio Company. They were eager to settle in the new territory, but they desired that the land be sold them at their own price and governed according to their own ideas.

At a meeting of the Ohio Company held March 8, 1787, three directors were appointed to carry on its business. General Samuel H. Parsons, General Rufus Putnam, and the Rev. Manasseh Cutler were chosen. Parsons and Putnam were men of average ability, but the last named of the three directors was a

³See *Journal of M. Cutler*, Vol. I, p. 179.

⁴See *Articles of Agreement of an Association by the Name of the Ohio Company*. See also *Journal of M. Cutler*, Vol. 1, p. 181.

⁵The Ordinance of 1784, drafted by Thomas Jefferson, had proven inoperative, and the Northwest really had no government until 1787.

man of somewhat remarkable personality. In the wide range of his knowledge he exhibited a wonderful versatility. By profession he was a minister of the Gospel and a trained theologian. In addition to making a name for himself in his chosen calling, Cutler showed great interest in science, and he was really well versed in geology, botany, ornithology, and meteorology. But what is of most interest is, that in addition to his other accomplishments, Manasseh Cutler was an exceedingly wily politician. As a lobbyist he was very hard to beat. His skill in diplomacy was equaled only by his exceptional shrewdness as a business man. Very few of his New England brethren, far-famed as they have ever been in that regard, could equal him in acuteness when it came to the ability to take advantage of every turn in circumstances in a business deal. Cutler had a boundless confidence in himself, a confidence which won others to him at once. His business ability is well demonstrated when we note that of the two hundred and fifty shares thus far subscribed for the Ohio Company, Cutler alone had obtained no less than one hundred.⁶

General Parsons was at first appointed by the Ohio Company to direct its negotiations with Congress.⁷ Parsons attacked his task with vim, but he seems to have had in view his own ideas and advantages rather than those of the company. At all events thus thought the company.⁸ Consequently, Manasseh Cutler decided to take the matter out of Parsons' hands and conduct the business himself. With this idea in view, he left his home in Massachusetts the last of June, 1787, for New York City, where the final congress under the Confederation was then sitting. On his way to New York Cutler called on Parsons at his home in Middletown, Connecticut, discussed with him the matter of negotiating with Congress, and received letters of introduction⁹ to members of Congress and to men of prominence in New York.

⁶Cutler's *Journal*, Vol. I, p. 192.

⁷*Ibid*, Vol. I, p. 194.

⁸*Ibid*, Vol. I, p. 196.

⁹Among Cutler's letters of introduction was one to Colonel Richard Platt, later treasurer of the Ohio Company. Another was to Colonel William Duer, the Secretary of the Treasury Board of the United States. Five days after his arrival in New York Cutler dined with Duer. He describes him as living in the style of a nobleman, with no less than fifteen different kinds of wines for dinner. See Cutler's *Journal*, Vol. I, p. 241.

Cutler arrived in that city on July 5th. He at once began his task by delivering his letters of introduction and by presenting to Congress a petition from the Ohio Company, requesting a sale of western lands under certain conditions much desired by the company. The general attitude of Congress towards his mission Cutler already knew, and he was not long in detecting where his greatest trouble lay.

The story of Cutler's negotiations with Congress is a somewhat long and involved one. We are dependent on his *Journal* for the facts, and often just the ones we desire are not given. The whole proceeding is of the greatest interest, for we have now arrived at the inception of the Scioto Land Company. It is easy to decipher the circumstances under which that organization came into being; but it is harder to understand its composition, its character, and its connection with the Ohio Company. However, with the hints afforded us by Cutler himself, and with our knowledge of subsequent events, we can arrive at some pretty definite conclusions on all these questions.

At the time when Cutler arrived in New York, Congress was engaged in drafting a bill for the government of the Northwest Territory, and a copy of the proposed instrument was sent him. We have seen that the Ohio Company was anxious to have a hand in the making of the government of their proposed settlement. Cutler had his own ideas on this subject, and now saw his opportunity. He made several suggestions, all of which, he tells us, were accepted and later incorporated in the Ordinance of 1787.¹⁰ While Congress was busy with this bill, Cutler took advantage of the leisure thus afforded him and visited Philadelphia for a few days. On the day following his return to New York, July 18th, he called on several members of Congress with a view to discovering what his chances were to bring his negotiations with that body to a successful close. He found some opposition in Congress to his proposed terms of contract. Just what the character of this opposition was Cutler does not tell us. But we may guess that Congress was not yet ready to sell the public lands at the low

¹⁰What these suggestions were we can surmise when we consider how much Cutler was interested in the prohibition of slavery, public education, and the support of the ministry. For Cutler's part in the making of the Ordinance of 1787 see article by W. H. Pool, in *North American Review* for April, 1876.

price Cutler demanded for his company.¹¹ But whatever the character of the opposition to Cutler's terms may have been, he soon found that if he played his cards well he would have a powerful ally in the person of Colonel William Duer,¹² the Secretary of the Treasury Board, the very body which had in its hands for sale those lands Cutler desired to purchase.

On July 20th, Cutler was furnished by a committee of Congress with the conditions of a proposed contract between itself and the Ohio Company. But the terms offered were such as were, in his opinion, not at all fair for his associates, and he said as much to the committee. He also informed them that he would prefer to bargain with some of the states if Congress chose to be no more liberal, and he proposed to leave the city immediately. Of course, Cutler had no idea of really carrying out this threat. He was shrewd enough to see that Congress was eager to bargain with him, and he hoped to induce them to offer him better terms than had at first been proposed.

Colonel Duer, with his business instincts, was keenly alive not only to the fact that a sale of lands in the West to the Ohio Company and their contemplated settlement there would be an excellent thing for the United States, but also to the fact that now was a good chance to indulge in a little private speculation. The result might be ruin and disgrace, but it might be fortune beyond all dreams. At any rate one must take the chances, and Duer was not the man to hesitate to seize an opportunity. He consulted with some of his friends in Congress, and on the same day

¹¹See Cutler's *Journal*, Vol. I, p. 294. The state of Massachusetts was at this time selling her lands in Maine at the remarkably low price of fifty cents an acre.

¹²The life of William Duer reads like a romance. He was born in England in 1747. At the age of eighteen he entered the army. He served in India as the aide of no less a person than Lord Clive. When he came into his inheritance Duer gave up his army life on account of ill-health, and embarked soon after on a business career. The latter pursuit brought him to New York in 1768, and there he decided to remain. In the Revolution Duer espoused the cause of the colonists and became a member of the Continental Congress. When Robert Morris resigned as Superintendent of Finance, a Treasury Board of three members was created by Congress. Of this board Duer was made secretary. He was a man of great practical insight and much financial ability, and greatly aided Alexander Hamilton in his work on the finances of the new republic when the Constitution was adopted. At the time that Cutler came to New York, on behalf of the Ohio Company, Duer was well known at home and abroad as a bold and successful speculator.

that Cutler haggled with the committee from that body, as we have seen, Duer came to him and offered his assistance in getting favorable terms for the Ohio Company. The price of that assistance, which would, of course, be a little political wire pulling, was that Cutler extend his original contract for land and take in a new company. This second company was to be formed "of a number of the principal characters of the city," and the arrangement was to be kept a profound secret.¹³ In a nutshell, the proposition was this: Duer and his friends were to be allowed to buy land from Congress, under the shadow of the Ohio Company's bargain, and in such a way that the public should know nothing of their speculation. In return for thus being allowed to become silent partners with the Ohio Associates, though at the same time continuing separate and distinct from them, Duer and his friends were to influence Congress to grant Cutler the terms he desired in regard to the price of land and conditions of sale. Had it not already been disposed of on July 13th, we might be tempted to think that the Northwest Ordinance was somehow mixed in the deal. All that was asked of Cutler was that he keep the matter a profound secret, and buy from Congress more land than he had at first intended to buy. After several private conferences with Duer, Cutler decided to accede to the latter's proposal.

On July 21st, Cutler proposed to Congress to extend his purchase to the Scioto if they would accede to his terms.¹⁴ On July 23d, Congress passed an ordinance which was not at all to the minds of Cutler's friends. But an additional clause was inserted, to empower the Treasury Board to take an order on the Ordinance and to complete a contract on the general principles contained in it. This, as Cutler tells us, left room for more negotiation.¹⁵ On July 24th, Cutler received a letter from the Board of Treasury endorsing the resolutions of the day before and asking whether he would close a contract on those terms. As the contract was now of much greater magnitude than when the Ohio Company alone had been involved, Cutler declares that he felt

¹³"He explained the plan they had concerted and offered me generous conditions if I would accomplish the business for them."—Cutler's *Journal*, Vol. I, p. 295.

¹⁴See Cutler's *Journal*, Vol. I, p. 296. Cutler had originally proposed to buy for the Ohio Company only about one and one-half million acres.

¹⁵Cutler's *Journal*, Vol. I, p. 297.

some diffidence in acting alone, and wished Major Winthrop Sargent¹⁶ to be joined with him. Sargent accepted the responsibility, and together they "composed a letter to the Board as jointly commissioned in making the contract."¹⁷ In this letter they stated the final terms they would accept and from which they would in no wise deviate.¹⁸

On July 27th, Cutler informed Congress once more he was ready to leave the city, his expectation of obtaining a contract from them being at an end. He would wait, however, to see if Congress would accede to the terms of his ultimatum of July 24th, and would then turn his attention to another part of the country. He dwelt on the need of a loyal, robust settlement in the West and on the separatists' movements in Kentucky.¹⁹ These final arguments, together with the influence of Duer, had their effect. On the afternoon of July 27th, Cutler was informed that a measure had passed Congress, granting the terms he had insisted on in a letter to that body three days before. "By this Ordinance," says Cutler in his diary, "we obtained the grant of near five millions of acres of land amounting to three millions and a half of dollars, one and a half million acres for the Ohio Company, and the remainder for a private speculation in which many of the principal characters of America are concerned. Without connecting this speculation, similar terms and advantages could not have been obtained for the Ohio Company."²⁰

The advantages referred to by Cutler in the above statement were those resulting from having purchased valuable lands at one dollar an acre, subject to a reduction of one-third for bad tracts, and the privilege of paying for the same in United States securities. The private speculation was the Scioto affair, and it meant that some of the land purchased by Cutler and Sargent was to be employed by Duer and his friends in their own interests. The question now arises, did Cutler and Sargent exceed their author-

¹⁶Winthrop Sargent, one of the leading members of the Ohio Company and later Secretary of the Northwest Territory.

¹⁷It would be interesting to know just who commissioned them to make the Scioto contract. It is not likely that it was the Ohio Company. Yet they were supposed to be representing that company alone.

¹⁸See Cutler's *Journal*, Vol. I, p. 299.

¹⁹It is quite evident that Cutler knew just the arguments which would have weight with Congress.

²⁰See Cutler's *Journal*, Vol. I, p. 303.

ity as agents of the Ohio Company when they used the name of that company to buy land for a speculation in which the company itself, as such, was not interested.²¹ Whether the company would have approved had it known of the transaction, even though it had been rendered necessary by circumstances which resulted favorably for the company, was extremely doubtful. It is likely that the Ohio Associates were not formally told of the deal. When the Ohio Company met in Boston, on the 29th of August, Cutler reported he had agreed to purchase from the Treasury Board a tract of land, containing in the whole as much as the company's funds would pay for should the subscription amount to one million dollars. As the price agreed upon was two-thirds of a dollar per acre, this sum would buy a million and a half acres. Five hundred thousand dollars were to be paid on closing the contract. In consideration of this payment the right of entry and occupancy for a quantity of land equivalent to the sum at the price stipulated was to be given.²²

On October 27, 1787, Manasseh Cutler and Winthrop Sargent completed their negotiations with the Treasury Board for nearly six million acres of land. Two distinct contracts were drawn.²³ One of these consisted in an absolute purchase of a million and a half acres of land lying along the Ohio River, between the seventh and the seventeenth ranges of townships, and extending north from the Ohio until a line drawn due west from the seventh to the seventeenth range, together with the reservations mentioned in the contract, should include the whole amount of acres. The second contract, like the first, was drawn between the Treasury Board and Manasseh Cutler and Winthrop Sargent, the latter

²¹We can not say exactly that the name of the Ohio Company was used, for it does not appear in the contract of Cutler and Sargent with Congress for the lands purchased. But Congress understood the Ohio Company to be meant by the terms "Winthrop Sargent and Manasseh Cutler for themselves and associates." See Report of Attorney-General in *American State Papers, Public Lands*, Vol. I, p. 23.

²²See Cutler's *Journal*, Vol. I, p. 319.

²³*Ibid*, Vol. I, p. 326: "October 27th. This day completed our contract with the Board of Treasury for near six million acres of land, and Major Sargent and myself signed the Indented Agreement on parchment in two distinct contracts, one for the Ohio Company and the other for the Scioto Company—the greatest private contract ever made in America." This is the first formal mention we have of the Scioto Company. It is a pity that Cutler was not more communicative on this subject.

acting for themselves and associates. This second contract was an option to purchase all the lands lying between the Ohio and Scioto rivers and the western boundary line of the seventeenth range of townships, extending north to the tenth township from the Ohio. This contract included also the tract of land west of the seventeenth range of townships, south of the tenth township from the Ohio River, and north of the Ohio Company's purchase.

The two tracts of land referred to above will be constantly referred to, and should be gotten well in mind by the reader. Roughly speaking, tract number one, the Ohio Company's tract by absolute purchase, lay along the Ohio River between the seventh and seventeenth ranges of townships. Tract number two, preëmpted by "Manasseh Cutler and Winthrop Sargent for themselves and associates" under the shadow of the Ohio Company's bargain, lay between the Scioto River and the western boundary of the seventeenth range of townships. From the river at its back, this was termed the "Scioto Tract." It was to become famous in American history. At the time the contracts were drawn neither of the tracts of land in question had been surveyed, and their position was quite a hazy one in the minds of the parties to the bargain. It was supposed that the line between them—that is, the western boundary line of the seventeenth range—would strike the Ohio River at a point opposite the mouth of the Great Kanawha River. As a matter of fact, the line in question fell much farther west than was supposed it would.²⁴

In the eyes of Congress, officially at least, the two contracts described above were parts of one and the same transaction, and the Ohio Company was responsible for both.²⁵ The Ohio Company had bought outright the first tract which was supposed to contain a million and a half of acres. The second or Scioto tract was to be paid for in six equal installments. The prompt payment by the Ohio Company for its one and a half millions of acres was the condition of the long term of credit allowed the Scioto Company by Congress. To make sure of the second contract, the first one had to be carried out, and William Duer advanced one hundred and forty-three thousand dollars to assist

²⁴See Appendix III—I for description of these various tracts.

²⁵See Report of the Attorney-General of March 24, 1794, referred to above, in *American State Papers, Public Lands*, Vol. I, p. 23.

the Ohio Company in paying Congress, in order that his own interests in connection with the second contract might thereby be advanced.²⁶ The Ohio Company had now completed its negotiations with Congress; it had obtained the land it desired on the terms it desired. But to secure these advantages the Ohio Company's agents had burdened themselves with the responsibility of a gigantic land speculation which was soon to bear bitter fruit. Manasseh Cutler and Winthrop Sargent "for themselves and associates" now held the right of preëmption over an immense tract of land in the West, to be disposed of as they might see fit. The time was ripe for the formal inauguration of the Scioto Land Company, and those interested did not delay action.

On October 27, 1787, Manasseh Cutler and Winthrop Sargent "for themselves and associates" transferred to William Duer and his associates "one equal moiety of the Scioto tract of land mentioned in the second contract above." By the terms of the transfer²⁷ it was provided that the respective parties to the transaction were to be equally concerned in the disposal of the said lands either in Europe or America, as the circumstances would best admit. They were to share equally in any profit or loss which might arise in attempting to negotiate the sale of the same and in paying the purchase money to the United States.²⁸ The property in question was the residue of the large tract purchased by Cutler and Sargent, namely, that not included in the actual purchase of the Ohio Company. It was to be divided into thirty shares, thirteen of which were to be the property of Duer. He was at liberty to admit such associates to his shares as he might think proper. In like manner thirteen shares were to become the property of Manasseh Cutler and Winthrop Sargent. The remaining four shares were to be disposed of in Europe, at the direction of an agent sent thither for the purpose of negotiating a sale of, or loan on, the above mentioned shares. If not disposed of, these four shares were to be equally divided among the parties to the transfer. By the same agreement Duer was authorized to negotiate a sale of, or loan on, the lands in Holland or such other

²⁶See *G. P.*, Vol. I, p. 99.

²⁷For copy of this transfer see *G. P.*, Vol. I, p. 99, and Appendix III—I.

²⁸That is, the purchase money for the purchase of the Scioto tract from Congress.

parts of Europe as he might think best. To carry out this plan he was empowered to appoint an agent to act under his instructions. From time to time Duer was to communicate to the said Manasseh Cutler and Winthrop Sargent the progress of the affair. Royal Flint was agreed upon as the agent to be appointed by Duer to act in Europe. Since the success of the transaction hinged on the punctual payment by the Ohio Company to Congress for its lands, it was further provided that Duer should advance one hundred thousand dollars on the Ohio Company's account.

The transfer from Cutler and Sargent to Colonel William Duer is the first documentary evidence we have of the existence of the Scioto Land Company. Its statements leave us no room to doubt that Cutler, Sargent, and Duer, together with certain others, some of whose names appear later but some of whom will never be known, were about to speculate in western lands, acquired by them from Congress, on the credit of, if not in the name of, the Ohio Company. The whole transaction, in the words of Cutler, was to be a profound secret, and certainly the title to the Scioto tract was vague and inchoate enough to baffle all the inquiry that might be set on foot. It is probable that the Scioto Company was not formally organized in America, but that the basis of its operations was a secret agreement among its principals. Those interested held transfers of land from Cutler and Sargent or from Duer, who was nominally the head of the enterprise. Soon after the transfer which we have just examined was passed between Cutler and Sargent and Colonel Duer, the two former principals assigned interests in the Scioto tract to Generals Benjamin Tupper, Rufus Putnam, and S. H. Parsons. Colonel Richard Platt, the treasurer of the Ohio Company, and Andrew Craigie, the intended agent of the Scioto Associates in Europe, each received an interest in the lands to be disposed of.²⁹ It was intended by the Scioto Company to make an immediate sale of its right of preëmption in Holland and France. In both these countries large amounts of United States securities were held. These securities were then almost worthless. It was natural to suppose that their holders would gladly part with them in exchange for fertile lands in the west of the United States. The securities thus

²⁹For these assignments see *G. P.*, Vol. I, p. 101*ff.*

acquired could be used by the Scioto Associates to pay Congress for their lands. Since Congress would accept the securities at par, while the Scioto Associates had secured them at a greatly depreciated value, the latter would soon be able to pay for their lands, and the sums derived thereafter would be clear profit. The scheme was a promising one. On the face of it there seemed no reason why it should not succeed.

CHAPTER II

THE SCIOTO SPECULATION IN EUROPE

We have seen that Royal Flint was the intended agent of William Duer and his associates to sell their lands in Europe. Fate, however, willed otherwise. Flint was to start early in the spring of 1788, but when the time came for his appointed departure he was too ill to go. Cutler, on the *qui vive* as to the result of the Scioto Speculation, wrote Richard Platt, also much interested, that he considered the sickness of Flint as very unfortunate. He added that Mr. Barlow was the only man within his knowledge to whom he himself would be willing to entrust their business.¹ Flint, too, he said, preferred Barlow as his successor. The result of the influence of Cutler and Flint was that Barlow became the agent of the Scioto Company in Europe. Duer does not seem to have approved very thoroughly of this choice, but he acquiesced.

Joel Barlow was at this time about thirty-three years of age. He had begun the practice of law in Hartford, Connecticut, and had achieved some literary note by the recent publication of his poem *The Vision of Columbus*. Barlow, as we shall see later, was far from being a shrewd business man. But he had become one of the agents of the Ohio Company and obtained a number of subscribers to that company's shares. He was a man of mediocre ability, but trustworthy, and he was doubtless the choice of Cutler for an agent on this account. That he was somewhat known abroad, and that he had a brother-in-law in the United States Senate was likewise in his favor as a negotiator. At all events he was sent.

Before Barlow's departure from America he was furnished with a number of documents intended to impress those with whom he came in contact abroad that he was a *bona fide* agent of the Scioto Company; that the company was a reality and actually had the right to sell certain lands situated in the western part of the United States.² One of the certified papers with which Barlow

¹Cutler's *Journal*, February 20, 1788, Vol. I, p. 381.

²For copies of these papers with which Barlow was furnished, see *G. P.*, Vol. III, C, p. 128.

was furnished recited the story of the inception of the Scioto Company much as it was told in the transfer from Cutler and Sargent to Duer. Most important was a power of attorney carried by Barlow received from Duer. In this instrument Duer, by virtue of the power vested in him by the Scioto Associates, conveyed to Barlow full authority to make all engagements with bodies or individuals as he might think best for the interests of the said associates. Duer obligated himself to be as fully responsible for such engagements entered into by Barlow as if he himself had made them. The papers described above were signed and sealed in New York, May 16, 1788, by William Duer, in the name of the Scioto Associates, and in the presence of Richard Platt and John Wilson, the latter a notary of New York City. In addition to these documents Barlow took with him a number of letters of introduction to prominent persons abroad.

After a rough passage in one of the small packets of the time, Barlow arrived at Havre the last week in June, 1788, and proceeded at once to Paris.³ Here he set to work to accomplish his task. But he had been given more to do than he alone was capable of. As we have already seen, Barlow was not of a business turn of mind, and his work in Paris required a bold and enterprising spirit, together with a keen eye for business and a thorough knowledge of human nature. Manasseh Cutler might have overcome Barlow's difficulties and succeeded, but Barlow himself could not win over the odds against him. He was supposed to be working in connection with agents in Holland. But these, if Barlow's opinion is to be trusted, proved more of a hindrance than a help. They were themselves speculating in the American debt, and they found it more profitable to themselves to buy up American funds at the low rates at which they were then going than to accept them in payment for the Scioto Company's land, as that company expected its agents to do.⁴ For ten months Barlow worked alone in Paris, and discouraging and uphill work it was. At the end of the ten months Barlow was out his time, his trouble, and five hundred pounds sterling, the last being the amount of his expenses to date. No land of any amount

³See Barlow to Duer, June 25, 1788, *G. P.*, Vol. I, p. 133.

⁴See Barlow to Benjamin Walker, December 21, 1795. *G. P.*, Vol. I, p. 141.

had been sold. Just as he was reduced almost to despair of ever succeeding, and was considering the wisdom of acknowledging his mission a failure and returning to America, a chance acquaintanceship changed the whole face of affairs.⁵

There was in Paris at this time one Colonel Blackden, of Massachusetts, who was himself negotiating a sale of lands in Kentucky. Barlow made Blackden's acquaintance and describes him as perfectly honest, candid, and generous. Barlow was of a confiding disposition and too easily trusted strangers. Still, he may not have been wrong in his estimation of Blackden, who disappears from the scene almost as soon as he had stepped on. Before going, however, he introduced Barlow to William Playfair, whom the former doubtless considered as honest and candid as he had Blackden. But in the character of Playfair Barlow was destined to be cruelly disappointed. Playfair was an Englishman who had been engaged in business in Paris for some years. Barlow saw in him a man whose long experience with French ways and customs and a perfect command of the French language would enable him to be of great assistance in disposing of the Scioto lands. He determined to enlist the Englishman's aid. Playfair probably saw in Barlow a tool by means of which he could fill his pockets with that French gold for the possession of which he had so long striven. At all events, he entered into a partnership with the American with much enthusiasm. In July, 1789, Barlow conveyed to William Playfair a one-thirtieth interest in the Scioto Speculation on condition that he render his services in the affair.⁶

Barlow had all the time realized the difficulty to be encountered in endeavoring to sell a mere preëmption in small lots to individual purchasers. What was needed was a company which would take the whole tract at once, and by its ready capital assume the obligation, so that a valid title would be forthcoming. A company of the right sort would inspire public confidence sufficiently to set in motion a succession of small sales. The rest would be easy. The money derived from these sub-sales could be used to pay Congress, and the buyers could then be put into possession, never realizing that they had at first bought only a

⁵See *G. P.*, Vol. I, p. 141.

⁶See *G. P.*, Vol. I, p. 141.

preëmption. The plan was a good one, and had the affair been better managed might have succeeded.

The joint results of Barlow's ideas and of Playfair's efforts was the formation, on August 3, 1789, of the *Compagnie du Scioto* in Paris. Our information concerning this French company of the Scioto is derived largely from the letters of Barlow, from the Act of Formation of the company, and from the Bill of Sale passed between the company and Barlow, acting as the agent of the Scioto Associates in America.⁷

The preamble to the Act of Formation stated that M. Joel Barlow had been sent to France as agent, for the purpose of selling three millions of acres or arpens of land, situated in America between the rivers Ohio and Scioto. Since a single individual would have trouble in conducting all the operations connected with such a large undertaking, and since a company was needed to develop the country successfully, a company had been formed.

According to the agreement following the preamble, the eight members⁸ of the company associated themselves to make the purchase of the said three million acres of land and to improve and resell the same, under the title of the Company of the Scioto. Eight thousand shares were created, valued at one thousand livres each. These shares were not made payable to bearer, but were drawn in the names of their holders. They could, however, be negotiated by an endorsement, in the name of, and to the profit of, the purchaser, who, on his side, was bound to have himself registered at the bureau of the company as a shareholder not later than ten months after the endorsement had been made. It was expressly stated, however, that the endorsement of a share gave to the purchaser no recourse of guaranty against the preceding endorsers. This was allowed solely against the vendor, and that during a period of three months only. By Article IV of the Act of Formation, two of the associates, Playfair and Maheas, were

⁷For copy and translation of this Act see *G. P.*, Vol. III, A, p. 47.

⁸The members of the *Compagnie du Scioto* were: M. Louis Marthe, Marquis of Gouy D' Arsy, Chevalier, High Bailiff of the Sword, Lieutenant General, Member of the National Assembly, etc.; M. Claude Odille Joseph Barond, Esq.; M. Antoine St. Didier, merchant in Paris; M. Jean François Noel Meheas, Comptroller of the Pay Office of the Domain of the King; M. Guilbert, merchant of Paris; M. Guillaume Louis Joseph, Chevalier de Coquelin; M. William Playfair; and M. Joel Barlow.

given charge of the sales to be made. Article V provided that immediately after the signing of the contract measures were to be taken to put into possession those of the shareholders who desired their lands.

The funds of the company were to be deposited with M. Seline, a Paris banker. He was to act as cashier and keep a register of sales, as well as a list of receipts and disbursements, of the company. It was significant, in the light of later events, that to Playfair was given the office of keeping a register of control over the company's funds. That this register was to be countersigned by two of the other associates meant only a small safeguard.

The arrangements for the disposal of the company's funds are particularly interesting. Two-thirds of the sums arising from the payments for shares, and three-fourths of the sums arising from the sales of lands to non-shareholders, were to be devoted to paying the purchase money and the money borrowed by the company. The surplus (that is, one-third the amount derived from the sale of shares, and one-fourth of that received from sub-purchasers) was to be devoted to paying the expenses of clearing and improving the lands. A small portion of the last-named amount was to be reserved to pay the office expenses of the company, which would consist of rent of buildings, employment of clerks, and the printing of pamphlets to advertise the Scioto lands. The profits remaining over after April 1, 1792, were to be divided among the associates.

The Bill of Sale passed between the French company and Barlow was dated some three months later than the Act of Formation of that company.⁹ The Act of Formation has just been described. Its companion paper is well worth our notice. The Bill of Sale terms Barlow the agent of Manasseh Cutler, Winthrop Sargent, and William Duer, all the sole proprietors of a tract of land of three million acres lying in the western part of North America, and granted to them by the Congress of the United States.¹⁰ This tract was thereby sold to the French Com-

⁹For copy of the Bill of Sale and a translation by Mr. Bliss, see *G. P.*, Vol. III, A, p. 72.

¹⁰"Beginning at the confluence of the Ohio and Scioto rivers, thence eastward to the seventeenth range of townships, and then far enough north to include between the aforesaid lines three million acres, thence west to the Scioto and down that river to the place of beginning."

pany of the Scioto. No deductions were to be made in the amount on account of the reservations by Congress for schools or other public purposes. The price of the sale agreed upon was six livres tournois¹¹ per acre, thus making the price for the whole three millions of acres eighteen million livres. The payments of this sum were to be made at stated intervals beginning at the time of sale, and ending in April, 1794.¹² As soon as a payment was made Barlow bound himself to put the company into possession of an amount of land equivalent to the payment just made.

The company was empowered to resell all or a part of the three million acres before the time fixed for the payment of their price to Barlow's principals. The company was, however, to give up to Barlow, under the title of pledge, the agreements of the sub-purchasers. These agreements were to be returned to the company when it had fulfilled its obligations to the American Associates, or had paid Barlow the full value of the agreements held. To this Bill of Sale was affixed the names of the eight members of the Scioto Company formed in Paris on August 3, 1789.¹³

The Paris company next confirmed the presents above described and appointed as their attorneys, general and special, M. William Playfair, M. Joel Barlow, and M. Jean Chais Soisson. These three were jointly and severally empowered to resell all or a part of the said three million acres of land, at the best price and on the most favorable conditions they could command, for the good of the company. These three were likewise to act in all matters involving the interests of the Society of the Scioto.

The powers of attorney to Playfair, Barlow, and Soisson close the list of important papers throwing light on the establishment of the Scioto Company in Paris. Of course, the whole transaction of the formation of the French Company was largely a paper proceeding and not seriously considered by those engaged in it, save perhaps with the exception of Barlow, who seems to have been very much in earnest throughout. The idea was to impress

¹¹So called because first coined by the town of Tours, and equal in value to about a franc.

¹²The following was the schedule of payments: December, 1789, 1,500,000 livres; the same amount to be paid at the end of April, 1790; December, 1790; April, 1791; in September, 1791, the company to pay 3,000,000 livres; April, 1792, 3,000,000 livres; April, 1793, 3,000,000 livres; April, 1794, 3,000,000 livres.

¹³For list of their names see note 8.

the French public by giving them the notion that instead of a single individual, an unknown agent, as had been formerly the case, they now had a reliable company with which to deal in this matter of buying lands in America. As a matter of fact, the principals remained the same, and the Paris company was but a blind to deceive the public. Duer still retained charge of the preëmption; Cutler and Sargent looked on as silent partners; Barlow and Playfair continued their efforts to sell the preëmption in Paris. The most notable thing about this whole transaction of the French Company is, that the establishment of that organization placed Soisson and Playfair in a fine position to make way with the sums paid in for sub-sales. Later events prove that these two lost no opportunity to line their own pockets.

The contract of sale between Barlow and the French Company was signed November 3, 1789. On November 29th, Barlow wrote Duer that the contract had been completed and that the three millions of acres would be paid for in cash or in American script at ninety per cent. He expected to clear for the Scioto Associates in America a profit of twelve hundred thousand dollars. The payments were to be made as we have seen above.¹⁴ Barlow outlined his reasons for the formation of the French Company. The greatest advantages would accrue because the company would begin an immediate settlement by selling lands to individuals who would emigrate and by sending to America cultivators in the company's service. Upon Duer was impressed the necessity of energetic work in America on the part of the Associates there. The success of their whole enterprise depended absolutely on the character of the reception accorded the first emigrants to arrive in America. It would be best to erect at least one hundred huts for the accommodation of those emigrants coming in February. They were to leave France from the port of Havre in ships chartered by the company, and they should be met at Alexandria, Virginia, by an agent of the American Associates. Everything possible should be done to contribute to their comfort and peace of mind. If they were satisfied, however, the reward of the Associates would be correspondingly great in accordance with the pains they had taken, for in less than eighteen months at least

¹⁴See note 12. For copy of this letter see *G. P.*, Vol. I, p. 133. See also Appendix III of this study.

twenty thousand people would be on the Scioto. If possible, in order that the emigrants might be assured of a title to their lands, Congress was to be persuaded to allow the Scioto Associates more than a mere preëmption for the first land sold by them to the emigrants.

This communication from Barlow shows that the establishment of the Scioto Company in Paris had awakened public interest sufficiently to cause sales of the Scioto lands. The company had been formed at an opportune moment. It was a period of great excitement throughout France. The people felt the impending storm of the Revolution, and all were anxious to escape its dangers. America, on account of the political liberty there enjoyed, had long been considered an ideal country by the French. They compared their own institutions with those of America, to the great detriment of the former. There is little wonder that they desired to exchange France for a land where taxation had been reduced to a minimum, and where each citizen was allowed a share in the government. In the offer of the Scioto Company to supply purchasers with lands and homes in the American West at a moderate price, the French saw a means of escape from present difficulties and an opening for a glorious future.

The natural desire of the French to improve their condition was greatly inflamed by the publications of the Scioto Company in Paris. These set forth in the most glowing colors the advantages to be gained by purchasing land in the American West. That section was pictured as a terrestrial paradise, where one could exist on no labor at all, and grow rich by a very little. By far the most interesting and important of these publications of The Compagnie du Scioto was the *Prospectus pour l'établissement sur les rivières d'Ohio et de Scioto en Amérique*.¹⁵ This seems to have been written with two purposes in view: first, to get the French to buy shares in the newly organized Society of the Scioto; and secondly, to interest prospective buyers who would become emigrants to America. The first part of the *Prospectus* was taken up with a description of the aims and organiza-

¹⁵McMaster, in his *History of the United States*, Vol. II, p. 147, mentions a "*Nouveau Prospectus de la Compagnie du Scioto, avec plusieurs extracts de lettres écrites du Scioto en date du 12 Oct., 1790.*" If such a publication is still in existence, the present writer has been unable to find it.

tion of the Compagnie du Scioto. The second part was devoted to a description of the lands to be sold and the many advantages to be derived from buying and moving on to them. The conclusion of the *Prospectus* endeavored to quiet all fears that the emigrants might be going to settle in a wilderness, where it would be difficult to communicate with the outside world or to secure the necessities of life.

The *Prospectus* began by reciting that the Congress of the United States, having sold five millions of acres of land, situated on the Ohio and Scioto rivers, to a company for the purpose of cultivating and peopling the same, and the said company having found that two million acres were as many as it needed for thorough occupancy, proposed to sell the other three millions, which composed the western part of the whole tract and which was contiguous to the country the company was then putting under cultivation. That the soil was extremely fertile and the climate mild and delightful was attested by the Chief Geographer of the United States,¹⁶ as well as by all travelers to the region in question.¹⁷ To goodness of climate and excellence of soil might be added the fine character of the United States government, which was far superior to that of any other country. It would be advantageous to purchase there, for in eight years at the most, the land

¹⁶See Bibliography. Thomas Hutchins also certified to the statements contained in the *Description du Sol*.

¹⁷Books of travel, which described in a very favorable light life in America, published about this time, such as *The Letters of an American Farmer*, by Michael St. John Crevecoeur, London, 1782, which appeared in a French translation in Paris two years later, probably influenced the French public to some extent in buying from the Scioto Company. But the influence of such books in this connection has been overestimated. This is especially true of Brissot de Warville's *Nouveau Voyage dans les États-unis fait en 1788*. This work appeared in Paris in April, 1791. The third volume had already appeared in Paris in 1787, but no notice of the Scioto Company could have been given at that time, as the company had not then been organized. The note appearing on p. 424, Vol. III, in April, 1791, was published when the sales of the Scioto Company in Paris had almost ceased. It came too late to help a defunct enterprise, though it was misleading enough to attract considerable attention. It declared that the Scioto Company had been much maligned; that it was a legitimate organization, and was doing a noble work to sell the poor of Paris fertile lands at such low prices. The volume concluded by giving an extract from the *Moniteur* for April 16th, which said that the French settlement on the Scioto was progressing admirably. It would be interesting to know whether Brissot's acquaintanceship with Duer was responsible for the former's biased judgment concerning the Scioto Company.

in question would more than have doubled in value. Thus the money could not be lost.¹⁸ So much for those who desired to speculate. But it was likely that the purchasers would find it to their interests to establish themselves on the land they had bought. The project was sure to succeed, since it was exposed to none of those events to which the plans of men are usually exposed.¹⁹ Agriculture was the most certain and lasting means of gain given man by nature. Consequently no account was to be taken of the profit to be derived from working the mines which were to be found in the country, or of the revenue which would accrue from the fur trade. Game abounded, and the fertile grassy plains would support, free of cost to the settlers, all the cattle they might care to own.

Such were the advantages afforded by nature, declared the *Prospectus*. There were others of equal importance of an incidental character. By act of Congress the territory was to be divided into states, and the Scioto would be the center of one of them. The state was to be divided into townships six miles square, and in each square lots were to be reserved for schools and religious purposes.

One of the most interesting features of the *Prospectus* was its description of the conditions of payment for the lands. The Scioto Associates, it declared, were ready to accept in payment for their lands American script at ninety per cent. This paper, as a matter of fact, could be bought for seventy per cent. of its face value. Thus, the company was really giving the purchasers a discount of twenty per cent. at the start. The price per acre was six livres. Only one-half of the purchase money was to be paid down, and ample time was allowed before the second payment fell due.²⁰ There were three ways in which the money necessary for the second payment could be made by the purchasers: (1) By crops to be raised on the lands. Five hundred cultivators were to be sent over at once, and these were to clear the way for thirty-five hundred others. Tobacco and cotton would both be raised. But on account of its being so adapted to exportation, wheat was to be the prime crop. It would return an

¹⁸"Les sommes pour acquérir ses terrains serront par cette raison bien employées. Elles ne peuvent point perdues." *Prospectus*, p. 2.

¹⁹*Prospectus*, p. 3.

²⁰Two years were given in which to prepare for the second payment.

immense revenue. (2) Hogs to be raised on uncultivated lands would form the second great source of the colonists' revenue. If a start were made with three thousand sows, then by the end of the first season the company might expect to export thirty thousand barrels of salt pork, so great was the productivity of swine. (3) In the third place, the colonists would flock in from other parts of America, and from Europe. This increase in population would cause such a rise in the price of lands first sold that the original purchasers might sell a portion of their lands already paid for, and thus get the amount necessary for the second payment.

The country where the Scioto lands lay was described in the *Prospectus* as being situated between two great navigable rivers. It was bordered on the southeast and east by a part of Virginia, and by the lands of the Ohio Company, which had actually been cleared and a part of which were under cultivation. Thus the country to which the French emigrants were going was not at all an isolated district but a beautiful section, and though not cleared itself, was surrounded by a country settled and cleared.²¹ The first town to be built was to be placed opposite the mouth of the Great Kanawha River, in the eighteenth range of townships. Some houses had already been constructed for the future colonists to occupy until their lands were allotted to them and they could build their own houses. The Ohio Company was ready and eager to assist the settlers to build their houses and furnish them with all they needed for beginning their establishment.²²

The prospectus issued by the Scioto Company was remarkably well written, and as may be seen by our examination of its contents, set forth a highly pleasing and very plausible scheme for a

²¹This statement was of course grossly misleading.

²²So much for the statement of the *Prospectus*. The verbal representations of the Scioto Company's agents were doubtless much stronger. C. F. Volney in his *View of the Climate and Soil of the United States*, an English translation of which was published in 1804, in London, says (p. 355) that the French were told of a land covered with large forests of trees from which sugar flowed, and where flourished a shrub which yielded tallow candles (*myrica cerifera*), where there was venison in abundance, and no wolves, foxes, lions, or tigers; no military enrollment, no taxes to pay, no quarters to find for soldiers. This may be an exaggeration. Volney also states (p. 357): "At length the publication of M. Brissot's *Travels*, who just at this time returned from the United States, completely established the common opinion." But, as I have shown above, note 17, Brissot's book appeared too late to have much influence.

new colony in the American West. It seemed that the project was reasonably sure of success. In Paris rich and poor were alike imposed upon by the representations made to them by the agents of the Scioto Company. The French were not informed that instead of a title they were buying merely a preëmption; that the ease of living in the country to which they were going had been grossly exaggerated; that the section embraced by the Scioto lands was in the very heart of the American West and in the hands of the savages; that the land must be cleared at a great amount of labor before it could be cultivated; and that the cleared and cultivated lands of the Ohio Company consisted of a rude settlement at Marietta and a few other scattered clearings along the Ohio River. The prospective buyers had not the slightest idea of the environment they would find when they arrived on the Scioto. The French, ever excitable, influenced by the prospect of escaping home burdens and the dangers of an approaching revolution, and elated by the hope of finding new homes in a free and prosperous country, made no inquiries. They did not seek to discover how many of the representations of the Scioto Company's agents were true, but hastened to assure their future, as they thought, by buying lands in America. Land speculation became all the rage. The offices of the Scioto Company in Paris were thronged with eager purchasers, who received in return for their money worthless deeds issued by Playfair and Soisson. These deeds, in accordance with maps of the Scioto country, drawn largely from imagination and exhibited at the company's offices, represented the lands sold to be in the eighteenth range of townships.

It is not likely that Joel Barlow received any of the money paid in by the unsuspecting French for lands on the Scioto. This was taken charge of by his two agents, Playfair and Soisson. But he heard from them how matters were going on, and he was correspondingly elated. On December 8, 1789, he wrote Duer that things were going exceedingly well, and that sales to the amount of one million livres had already been made. By the last of the month Barlow was in even higher spirits and informed his principal that he hoped soon to put it within his (Duer's) power to make the first payment to Congress. He reiterated the statement made in a former letter to Duer, that the whole success of

the speculation depended on whether or not the first emigrants to arrive in America sent back favorable reports to France. He complained, too, of not having received the necessary information from Duer and implored him to write concerning the progress of surveys, the disposition of the savages, and other items of interest concerning the West, that he might tell the people the truth, and thus facilitate the first settlement. "How can they have confidence in an agent," wrote Barlow, "who has not heard from his home concern in two years?"²³

Judging from this letter, Barlow was working in the dark, and Duer was greatly at fault in not keeping him better informed of the progress of affairs in America. Barlow, on the other hand, should have paid closer attention to the doings of Playfair and Soisson. He seems to have left this pair to their own devices, a dangerous course to pursue for one who had the good of the Scioto Associates at heart. Sales continued to be brisk. The last of January, 1790, Barlow wrote Duer to authorize the treasurer of the company to draw on him for one hundred thousand livres. The affair was going extremely well, he reported, and sales were increasing rapidly. He was still uneasy, however, lest the emigrants leaving France for America at about the time he wrote should find that they had bought only a preëmption and should return unfavorable accounts to Paris concerning the colony. He instructed Duer to make any sacrifice rather than fail to raise enough money to pay Congress and put the emigrants in possession of their lands. If needful, Duer was to borrow the money necessary to accomplish this. Barlow pledged his word as an honest man for the return of this money, if necessary. Duer was at the same time authorized to draw on him for a further hundred thousand livres.²⁴ Judging from these directions of Barlow he must have supposed that the sales of the Scioto lands had been large.

But from the 1st of February, 1790, the affairs of the Scioto Company in Paris began to suffer. The French public had at first allowed itself to be easily duped. But as the time went by and the enthusiasm cooled, the public was disposed to distrust the company and its schemes. Caricatures of crowds struggling

²³See *G. P.*, Vol. I, p. 135.

²⁴See *G. P.*, Vol. I, p. 135.

frenziedly for the privilege of buying rocky deserts and imaginary acres on the Scioto began to be exhibited in the shops of Paris.²⁵ Pamphlets and newspaper articles appeared denouncing the Scioto Associates as swindlers of the worst sort.²⁶ Finally, as no favorable news arrived from the emigrants who had left Paris for the Scioto country, the public became violently inflamed against the Compagnie du Scioto. Threats were made to burn its offices and to destroy the persons who had lured away so many French citizens to their death in the wilds of America.

Quite as badly as from this uproar from without, the company suffered from a lack of honesty and confidence within. Maheas, who had been a leading spirit, either on account of delinquency in office or because of his political opinions, was compelled to flee the country. Sales having almost entirely ceased, it was thought best to dissolve the old company and form a new one. This was done privately. La Compagnie du Scioto was declared at an end. Barlow once more became the sole agent for the sale of the Scioto preëmption, and the way was open for a new company to be formed. How this was brought about, and its results, will be narrated in the next chapter.

²⁵See *Massachusetts Historical Society Proceedings*, Vol. XIII, p. 82: "Mr. Appleton exhibited a French caricature obtained in Paris which has this inscription: 'Vente des deserts du Scioto par des Anglo-americains. Le Citoien Mignard signale aujourd'hui des Compagnies Anglaises qui vendent des terres imaginaires dans les Etats-unis, pour mieux leurrer les dupes ils arrangent des Cartes geographique convertissent les roches deserts ens plaines fertiles, montrent des chemins fraies sur des roches inabordable, et propose des actions pour des terrains qui ne leur appartiennent pas; l'ouvrage du Cen Mignard se vent 15 sols et se trouve rue Tasanne No. 24.'" The caricature in question shows a room with a table and a wall map. At the table a man is sitting writing out deeds. Another is receiving money of eager-looking purchasers. At the left would-be buyers are being shown the map, representing the lands of the Scioto Company.

²⁶These events took place late in the spring of 1790. Barlow says that the appearance in English and French papers of unfavorable reports concerning the Scioto Company and its undertaking, the dangers to which settlers in the American West were subject, etc., was responsible for the unhappy state of affairs. See Barlow to Benjamin Walker, December 2, 1795, *G. P.*, Vol. I, p. 141. See also for the state of the public mind in France at this time concerning the Scioto affair a brochure published in Paris in March, 1790, entitled *Le Nouveau Mississippi ou les dangers d'habiter les bords des Scioto. Par un patriote voyageur*. This pamphlet purported to be written for the good of the public, and in the words of the writer was intended to oppose the efforts of a company which in the place of capital had formed a plan, embellished by imagination, to convert the Scioto into

a new Mississippi, "qui destine d'être comme l'ancien les tombeaux des émigrans et engloutira les fortunes et les esperances de nos malheureux compatriotes." See also *Moniteur* for March 6, 1790, for an article which states that a plan for establishing a colony on the banks of the Scioto River in America is turning the heads of the people in Paris. Even the women, the writer said, were selling all they possessed to buy a hundred acres on the Scioto. The editor of the *Moniteur* was entreated to save the French public from this wild move. Moreover, the French were not suited to be colonists. Thousands of them had already perished on the Mississippi and the St. Lawrence. It was no longer necessary to leave France to enjoy the fruits of liberty.

CHAPTER III

THE FAILURE OF THE SCIOTO SPECULATION IN EUROPE AND AMERICA

At the time that Cutler and Sargent made their purchases from Congress the survey of the western country had not been completed. The true situation of the boundary line between the Ohio and Scioto tracts was not known. But by the fall of 1789 it was seen that the western boundary line of the seventeenth range of townships would intersect the Ohio River some distance west of the mouth of the Great Kanawha. This information had not been sent to Barlow. He had, as we have seen, represented to the emigrants that their lands were in the eighteenth range of townships, and that their first town would be built opposite the mouth of the Great Kanawha. As a matter of fact, the emigrants had no title whatever to lands in America, since they had bought from a company which had not paid Congress its purchase money and thereby converted its preëmption into a title.

In the spring of 1790, the Ohio Company was almost as sorely in need of money to complete its contract with Congress as was the Scioto Company. It seemed that the Scioto Company stood no show whatever of paying Congress and thereby making good to the emigrants the deeds issued by Playfair and Soisson. At this juncture General Rufus Putnam, who, as we have seen, was interested in both companies, came forward with a proposition, which, it seemed, would equally benefit all parties concerned.¹ This plan was that the Scioto Associates purchase of the Ohio Company the latter's forfeited shares, the number of which had been definitely fixed at one hundred and forty-eight,² and locate the lands represented by these shares at a point opposite the

¹For some of the facts concerning this transaction between the Ohio and Scioto companies I am indebted to the very able essay by Major E. C. Dawes in the *Ohio State Archaeological and Historical Society Publications*, Vol. IV, entitled "Beginning of the Ohio Company and the Scioto Purchase."

²See extract from the Ohio Company's Records, *G. P.*, Vol. III, B, p. 59.

mouth of the Great Kanawha River, where Barlow had informed the French emigrants that their city was to be built. In consideration of this favor the Scioto Company was to release to the Ohio Company its right of preëmption to the tract of land lying immediately north of the Ohio Company's tract. This land had not been included in Barlow's sale to the *Compagnie du Scioto*. It seemed that the purchase by the Scioto Company of the one hundred and forty-eight shares of the Ohio Company would enable the former company to fulfill all the engagements of Barlow with the French emigrants. The tract immediately north of the Ohio Company's lands was considered very fertile, and that company thought itself compensated, in receiving the preëmption to it, for whatever sacrifice it may have made in allowing the Scioto Company to locate the one hundred and forty-eight shares it purchased on the Ohio opposite the mouth of the Kanawha. Duer was to follow the directions of Barlow and draw on him for the money necessary to pay the Ohio Company for the forfeited shares. That money the Ohio Company was to use to complete paying its own indebtedness to Congress. On April 23, 1790, a formal agreement was entered into by the principals of the Ohio and Scioto companies for the proposed sale.³ So certain were the American associates that this agreement would be carried out and that the land opposite the mouth of the Kanawha would belong to them that their agent, General Rufus Putnam, had a number of log huts built opposite the mouth of that river.⁴ It seemed that all was well and the parties mutually benefited, when the whole scheme fell through, owing to the fact that Duer's drafts on Barlow for the money necessary to pay for the forfeited shares were returned by Barlow unpaid.⁵ This, of course, was an acknowledgment that the Scioto Company was bankrupt. Just why Barlow was unable to pay drafts which he himself had instructed Duer to draw is difficult to understand. He himself has left us no reason therefor. The most natural explanation would be that Playfair and Soisson had made way with the money Barlow supposed was in the coffers of the Scioto Company in Paris. But if such were the case, the question remains, why did

³See *G. P.*, Vol. I, p. 151, for copy of this contract.

⁴See Petition of the French Emigrants to the Agents of the Ohio Company, December 17, 1795, *G. P.*, Vol. I, p. 121.

⁵See Duer to Barlow, *G. P.*, Vol. I, p. 149.

not Barlow at once charge his sub-agents with the fact of their misdoing?⁶ Instead, he continued business relations with them, and even at this time was seeking to organize a new company in Paris, a seemingly perfectly useless and thankless task. The matter is inexplicable so far as Barlow's conduct is concerned. At all events, Duer's drafts were not honored, and the Scioto Company's bargain with the Ohio Company lapsed. With it faded away the last hope of the Scioto Company to fulfill its engagements and make a successful end of its speculation. Colonel Duer, however, did not lose heart, although the failure of Barlow to pay his drafts was a severe blow. He determined to continue his efforts in America no matter how disappointing the results of his agents' efforts in Europe had been.

The contract of the *Compagnie du Scioto* formed by Barlow in Paris on August 3, 1789, was given up in January, 1790, owing to the failure of that company to make its first payment at that time.⁷ But this failure of the company was not made public until some time later, when a new company was formed. The informal transaction on which the new agreement was based took place in March, 1790, soon after the departure of the first emigrants for America.⁸ But the new company did not become public until July 22, 1790, when Barlow contracted with it for the formal sale of his preëmption.⁹

The new company was composed, formally at least, of François M. J. de Barth, in his own name and that of his father,¹⁰ Marc Anthony Coquet, Louis Philippe Douvalette, and William Playfair. In the act of formation the new company was termed the Company of the Scioto, but from the name of its principals it has been known as the De Barth-Coquet Company. The profits and losses of the company were divided into one hundred equal shares.¹¹ Of these the De Barths, father and son, took fifty to

⁶That he did not do so and that the money must have gone in some way is the sole reason we have to doubt the honesty of Barlow in the whole affair.

⁷See Barlow to Benjamin Walker, December 21, 1790, *G. P.*, Vol. I, p. 139.

⁸See Barlow to Benjamin Walker, *G. P.*, Vol. I, p. 139.

⁹Curious how often this preëmption was supposed to change hands.

¹⁰The Count de Barth, a member of the "Twenty-four" and at that time in America.

¹¹See Act of Formation of the Company, *G. P.*, Vol. III, A, p. 244.

divide between them as they saw fit; Coquet and Douvalette, ten each, and William Playfair, from a regard of his experience and intimate knowledge of the affair, was given thirty on his own account.¹² Barlow now entered into a new contract with this company.

The De Barth-Coquet Company is of little importance so far as any lasting results of its existence are concerned. But it is interesting as the last gasp of the Scioto Speculation in Europe, and because Barlow's connection with it was the cause of the severance of his relations with Duer and the Scioto Associates.

On July 22, 1790, Barlow made a new sale of his preëmption to the De Barth-Coquet Company. The agreement¹³ between the two parties provided that the amount of the sub-sales previously made by the Company of the Scioto should be turned over to the new company. One-tenth of the said values, however, were to be retained by Barlow to pay for the office expenses of the former company. From the sub-sales of the *Compagnie du Scioto* was to be deducted also an amount sufficient to reimburse the American associates for what they had expended in America on surveys, houses, and supplies for the emigrants. In case the sub-sales already made were not sufficient to pay these expenses to date, the new company bound itself to pay the excess to the Scioto Associates within six months from the date of the agreement. The new company bound itself, moreover, to execute all the engagements of the former company relative to

¹²*Ibid.* For a somewhat different account of the formation of the De Barth-Coquet Company see the article by Dawes referred to above, note 1. Daws says when the first party of emigrants who had purchased lands of the Scioto Company in Paris came to America in the spring of 1790, there was with them one Monsieur Bourogne. He learned soon after his arrival in America that the Ohio Company was endeavoring to induce Congress to reduce the price of the public lands, and that it seemed likely this effort would succeed. Bourogne returned to France in June, 1790. He arrived at an opportune time, for Duer's drafts had just been repudiated and Barlow was trying to form a new company. Bourogne thought that if such a company were formed it would benefit by the proposed reduction in price of the public lands, concerning which he had heard while in America. With this idea in view he was instrumental in the formation of the new company and became a member of the same. As we have seen, however, Barlow declares that the basis of the new company was laid as early as the month of January, 1790. The Act of Formation of the company does not mention Bourogne's name.

¹³For copy of this Agreement see *G. P.*, Vol. III, A, p. 228, with a translation by Mr. Bliss.

sales to emigrants, and to pay Congress directly the total price of the preëmption on the conditions and at the times designated by that body. The company was to declare no dividends until it had fulfilled all its engagements to Congress and to Messrs. Cutler and Sargent.

The method by which the new company was to pay the American associates was somewhat peculiar. The latter were to receive for their preëmption a per cent. of fifteen sols (sous)¹⁴ on each acre resold by the De Barth Company. This per cent. on each acre, however, was not to be paid until the sub-sales amounted to three hundred thousand acres, a condition which placed the payment far in the future.

Colonel Duer and the other Scioto Associates in America were much displeased at this last move of Barlow's. General Rufus Putnam was informed of the formation of the De Barth-Coquet Company and of Barlow's bargain with it by General Rochefontaine, who had for some time been interested in the Scioto affair. Putnam wrote Duer a very spirited letter on the subject of the new company, in which he went so far as to call Barlow a deep-dyed villain if he understood the true meaning of his latest bargain. Putnam, in the same communication, begged Duer not to endorse the action of Barlow in regard to the new company, declaring that to do so meant the ruin of them all.¹⁵ We have seen that the new company was not to begin to pay the Scioto Associates in America their per cent. of fifteen sols per acre until three hundred thousand acres had been resold. Putnam feared the new company would sell the land along the river-front the first of all, since the land thus situated was most in demand,¹⁶ and that the back lands would never be sold. The consequence might be that the De Barth-Coquet Company would

¹⁴See Agreement. This was a ridiculously small amount.

¹⁵See Rufus Putnam to William Duer, *G. P.*, Vol. I, p. 161. The Scioto Associates in America were not the only ones disturbed. M. Coquet, Jr., at this time at Marietta, thought his father had embarked on a wild scheme likely to ruin him. In a letter of May 31, 1791 (*G. P.*, Vol. III, C, p. 31), he begged his father to be very careful in picking his agents, and told him if he expected the affair to succeed he must fulfill as soon as possible the promises of the old company to the emigrants.

¹⁶At this time it was practically impossible to sell lands in the interior on account of a greater danger of Indian attacks there and since a river frontage was necessary for communication with the outside world.

never sell a sufficient quantity of lands to warrant their paying the American associates anything, even according to their agreement. Putnam's opinions were shared by his associates.¹⁷ It was decided that the matters should be looked into. Accordingly, Colonel Benjamin Walker was dispatched to Paris to investigate the affairs of the Scioto Company there, to act as joint agent with Barlow, or if necessary, to supersede him as the agent of the Scioto Associates. Walker was instructed to proceed with the utmost delicacy and discretion. He was not to make his commission known unless the state of affairs in Paris required such a move.¹⁸ Duer had already in a letter to Barlow, November 24, 1790, expressed his surprise and chagrin that his drafts had not been honored. He charged Barlow in no uncertain language with neglecting his business and with bad faith.¹⁹

Colonel Walker arrived in Paris in December, 1790.²⁰ Barlow seemed heartily glad to see him, and expressed his delight that he was to receive aid in straightening out the affairs of the Scioto Company.²¹ On Walker's arrival, Playfair wrote Duer a long and specious letter, in which he declared that only one hundred and forty-three thousand acres of land had been sold in all, but he offered no explanation of what had become of the money paid

¹⁷Repudiation of Barlow's action, however, was not so easy as might appear. Barlow was the regular, accredited agent of the Scioto Associates and had been empowered to do as he pleased. The De Barth-Coquet Company thought it had made a good bargain and was not at all eager to relinquish it. On June 18, 1791, Duer wrote De Barth (see *G. P.*, Vol. III, C, p. 99) that if the gentlemen with whom he was connected in the late purchase from Mr. Barlow should inside of four months relinquish all claims under their agreement with Barlow, he (Duer) would pledge himself, in case any contract was made with Congress for the Scioto or other lands in his (Duer's) behalf, he would allow for De Barth and friends one-tenth of all the profits arising from the operation. Strange that Duer should have thought it worth while to offer De Barth such an inducement to withdraw from the bargain with Barlow. It would seem that by this time he would have realized that the Scioto Speculation was a failure.

¹⁸See copy of Walker's Commission from the American Associates. *G. P.*, Vol. I, p. 144.

¹⁹See *G. P.*, Vol. I, p. 149.

²⁰Walker took with him a draft on Barlow for 532,267 livres drawn by Duer, Royal Flint, and Andrew Craigie. This sum was to be invested in the United States debt and the profits divided between the above parties. Evidently Duer and his associates had not given up all hope of making something out of the Scioto Speculation.

²¹See Barlow to Benjamin Walker, Paris, December 17, 1790, *G. P.*, Vol. I, p. 139.

for that amount. His best excuse as to Duer's charge that no account of sales had been sent to America was that he had supposed that Barlow was attending to that part of the business and he hesitated to catechize his superior.²²

Thus he endeavored to lay the responsibility on Barlow and declared that the affair would succeed yet if well managed, as sales were once more beginning.²³ But the most strenuous efforts on the part of Colonel Walker failed to reveal any of the money which had been paid by the French to the Scioto Company. He exonerated Barlow, however, from all intentional wrongdoing.²⁴ The public was warned by Walker, by advertisement in the principal cities of France, not to buy lands from Playfair.²⁵ That individual had in the meantime disappeared. With the aid of Colonel Rochefontaine and General Duportaille, efforts were made to form still another company with the idea of purchasing a smaller tract of land than the Scioto Speculation had represented. Walker returned to America in May, 1791, leaving Colonel Rochefontaine in charge of the affair. He thought that something might yet be made of the speculation. But the Revolutionary troubles in France grew worse. In December, 1791, General Duportaille was denounced in the Assembly and forced to resign as Minister of War. A few months later both he and Colonel Rochefontaine were obliged to flee to America for their lives.²⁶

Such was the end of the Scioto Speculation in France.²⁷ Barlow seems to have taken no further part in the affair after the coming to Paris of Colonel Walker in December, 1790. He

²²Barlow on his part claimed that he had sent full accounts of the sales made up to May 6, 1790, to Messrs. Cutler and Sargent. See Barlow in the letter referred to above in note 21, *G. P.*, Vol. I, p. 139. Possibly these lists failed to reach their destination. Duer at least claimed that he had received no such lists. See *G. P.*, Vol. I, p. 149.

²³See Playfair to Duer December 27, 1790, *G. P.*, Vol. I, p. 177.

²⁴See *G. P.*, Vol. I, p. 139.

²⁵See article by Dawes in *Life, Journals, and Correspondence of Manasseh Cutler*, Vol. I, p. 517, "The Scioto Speculation."

²⁶*Ibid.*

²⁷Some of those connected with the Scioto Speculation seemed to have escaped all loss on its account. The exact facts in this regard will never be known. Colonel Duer and General Putnam both expended large sums of money on the French emigrants. In the spring of 1792, Duer failed and was imprisoned for debt. Royal Flint, Andrew Craigie, and Colonel Platt also failed at about the same time. But it

had labored long and earnestly at his thankless task. He had spent much time, money, and labor in playing a losing game, and he seems to have given up his mission with more eagerness than he had displayed in undertaking it.

The only traces of the Scioto Speculation left in America was the presence of a few French emigrants on the banks of the Ohio River. Of their fortunes it is proposed to speak in the next chapter. Their history is the saddest feature of this story of mismanagement and failure.

was a bad year for all business men, and just how far the Scioto Speculation contributed to the failure of those who had been associated together in that affair is hard to say. Duer probably suffered the most of all.

CHAPTER IV

THE FRENCH SETTLEMENT AT GALLIPOLIS IN 1790

We have seen that the efforts of the Scioto Company to sell land in Paris had been at least partly successful, and about one hundred and fifty thousand acres had been disposed of.¹ The purchasers of this land, trusting the representations of Joel Barlow and his agents, Playfair and Soisson, believed they had a valid title to the same and that it was situated on the Ohio River opposite the mouth of the Great Kanawha. The French were ignorant of the fact that their deeds were worthless; that the lands they were supposed to represent had never become the property of the Scioto Company and were even then in the hands of the Ohio Company. In its *Prospectus* the Scioto Company had promised to transport all purchasers to America who desired to immigrate and to supply them with provisions there for six months, in which time their crops could be raised and they could become self-supporting. Trusting implicitly in these promises of the Scioto Company, which it was quite unable to fulfill, in January, 1790, the first party of emigrants for the Scioto country gathered at Havre for embarkation.² They were accompanied by Monsieur Boulogne, the French agent selected by Barlow to accompany them to America. The latter had already written Duer to see that the emigrants were properly welcomed on their arrival.³ M. Boulogne was instructed to attend especially to the comfort and safety of the emigrants; to encourage them in every possible way; to act as their interpreter, and to see that they were

¹It is impossible to say just how much was sold. See Playfair on this point in his letter to Duer, December 27, 1790, *G. P.*, Vol. I, pp. 139 and 177. Barlow likewise placed the amount sold at one hundred and forty thousand acres. See *G. P.*, Vol. I, p. 139. Twenty-four thousand acres had been sold to the "Company of the Twenty-four." See Appendix II.

²*G. P.*, Vol. I, p. 41. Bureau MS. Some, however, went to Havre as early as November, 1789. See Barlow to Benjamin Walker, *G. P.*, Vol. I, p. 139.

³See above, p. 33. The emigrants of this first party were to be treated especially well, that they might return a favorable report to France and increase the sales of the Scioto Company.

well lodged in Alexandria, Virginia, the port for which they were bound. If the American agent was not on the spot, an express was to be sent for him at once, and during the delay everything possible was to be done to keep the people quiet and satisfied.⁴

The body of French emigrants now about to start for America under the auspices of the Scioto Company was composed of men, women, and children, and embraced within itself various elements of society. Nearly all social ranks were represented. Among the purchasers were members of the French aristocracy. Some of the members of the "Twenty-four,"⁵ such as the Marquis D'Hebecourt, the Count Marlatic, the Count De Barth, and the Marquis Marnesia, were men who ranked high in French society.

The bulk of the purchasers, however, was separate and distinct from the "Twenty-four." It was composed of the Paris middle class, and included doctors,⁶ lawyers, shopkeepers, merchants, and jewelers. Besides these classes of purchasers there were many mechanics and artisans, workers of merit in wood and brass.⁷ Some of these were purchasers themselves; some were the indented servants of the company or of the purchasers. They were engaged to clear and cultivate lands. It is needless to remark that none of the laborers were at all suited to the task before them. They were recruited from the city of Paris. From the French capital to the American West in 1790 was a wide

⁴See Barlow to Boulogne, January 1, 1790, *G. P.*, Vol. 1, p. 155: "Assure the gentlemen, my dear sir, of my best wishes and prayers for their happiness. My heart goes with them. I consider them as the fathers and founders of a nation. Their names will not only be carved on the bark of the trees along the banks of the Ohio, engraved on the stones that shall fall from the walls of the future city, but they shall be written in the hearts of their posterity, and not one of them shall be forgotten."

⁵For explanation of what the "Company of the Twenty-four" was, see Appendix II.

⁶The best known of these was Dr. Anthony Saugrain, who had already been to America three years before. Saugrain was something of a scientist, and a very genial soul. He figures largely in all local accounts of the French settlement. For sketch of his career see *Antoine Francois Saugrain, the First Scientist of the Mississippi Valley*, by Dr. N. P. Dandridge, of Cincinnati, 1904.

⁷See extract from the *Journal* of John Heckewelder for June 24, 1792, *G. P.*, Vol. II, p. 161, for an account of the skilled artisans at Gallipolis. He mentions splendid work done in wood, gold, stone, and glass.

step indeed.⁸ After a long and dreary wait at Havre of more than a month the emigrants embarked for America in five of the small disagreeable packets of the period,⁹ the last of February. All the ships did not leave Havre at the same time, and after voyages lasting from two to three months they began to straggle into American ports, the first of them arriving at Alexandria, Virginia, the 1st of May, 1790.¹⁰

The reception of the emigrants in America was highly satisfactory to themselves, save in one particular. There was no agent of the Scioto Company to meet them.¹¹ Duer had sent Colonel David Franks to Alexandria some time before to perform this duty. But the emigrants not arriving as soon as he had expected, Franks concluded that they had made some other port, and he returned to New York.¹² He had not long left his post when the emigrants arrived. The inhabitants of Alexandria received the French kindly and treated them with every hospitality. But the newcomers were in a new land, far from home, and with a new language to learn. It was but natural that they should be uneasy. They seemed to be able to hear nothing officially from the company, on the strength of whose representations they had come thither, and they were accordingly disturbed. The reason for their presence in America soon became town property, and the Alexandrians did not hesitate to inform them that the Scioto Company was a dead letter; that it had no valid

⁸The laborers engaged for the company by Playfair and Soisson were variously indented for one, two, and three years, during which time they were to be clothed and fed at the company's expense. At the end of their time of service they were to receive fifty acres of land and the implements necessary to its cultivation. The character of some of these laborers is painted in rather dark colors by Colonel Franks in a letter to Duer, September, 1790; see *G. P.*, Vol. I, p. 171. For a corroboration of the opinion of Franks see letter of Benjamin Thomson to Duer, January 6, 1791, *G. P.*, Vol. I, p. 155, which says: "As to the company's Frenchmen, would advise an immediate dismissal of the whole lot, for they will never pay for their salt."

⁹The names of these ships were the *Recovery*, *Lady Washington*, *Nautilus*, *Pennsylvania*, and *Scarborough*. See La Croix MS. and *Pennsylvania Packet*.

¹⁰Ships containing French emigrants arrived in America as late as the following October. See *Carlisle Gazette and Western Repository of Knowledge* for November 3, 1790.

¹¹See *G. P.*, Vol. I, p. 135.

¹²Barlow declares that no less a personage than General Rufus Putnam had promised to meet the emigrants and conduct them to the West. *G. P.*, Vol. I, p. 141.

title to lands in the West, and consequently could confer none; that even if their title had been satisfactory, they could never have cleared the land and conquered the savages without facing death at every step.¹³

It was natural that the absence of an agent of the Scioto Company and the recurrence of such reports as the above should cause the prospective settlers to lose heart in their undertaking. Some returned to France, and a few settled in Alexandria and Philadelphia.¹⁴ But those who deserted the venture at this early stage were few in number. The others determined to remain and to take steps to find out their real position.

It was unfortunate that as yet no steps had been taken by the Scioto Company to meet the emigrants and convey them to the western country. Colonel William Duer wrote Major Isaac Guion¹⁵ from New York, March 9, 1790, instructing him to go to Alexandria to meet the French emigrants who had bought lands in the West from Joel Barlow.¹⁶ Guion was to make known his business to the agent who had come from France with the emigrants, but to no one else. Boats and provisions were to be provided and laborers were to be ready to go down the river at the same time. Flour, pork, and whiskey, Duer thought, could be procured cheaply at Red Stone. The Virginia people were not to know the real destination of the emigrants lest they should seek to discourage the latter.¹⁷ But in spite of all their plans, as we know by a letter of Duer to Putnam under date of May 1, 1790, nothing had as yet been done.¹⁸ Time passed, and the emigrants arrived with no one to meet them.

¹³That the Alexandrians would seek to discourage the French emigrants had been feared by the Scioto Associates. See *Journal* of James Backus in *Genealogical Memoir of Backus Family*, by William B. Backus, p. 107: "The emigrants will be told a thousand idle stories about the cheapness of land in Virginia, the roughness of the roads, and the distance of their lands from the other settlements." See also charge that these discouraging statements were made to influence the emigrants to buy land in Virginia, in a pamphlet entitled *An Address to the Inhabitants of Alexandria and Other Sea Ports in America*, 1790. See also Franks to Duer, September, 1790. *G. P.*, Vol. I, p. 171.

¹⁴See *Pennsylvania Packet* for June 3, 1790. See also La Croix MS.

¹⁵Major Guion was a Frenchman by birth, and a man of some experience and ability, but he seems to have lacked tact.

¹⁶See *G. P.*, Vol. I, p. 155. See also Appendix III, No. 6 (e).

¹⁷See *G. P.*, Vol. I, p. 155. See also note 13.

¹⁸See *G. P.*, Vol. I, p. 155.

When Guion finally arrived at Alexandria, the last part of May, 1790, dissatisfaction and disorder were rife among the French. Indignation meetings at the methods of the Scioto Company and its dilatoriousness in carrying out its promises were being held daily.¹⁹ The emigrants had written President Washington requesting his aid and protection.²⁰ A committee had been appointed to wait on Colonel Duer and find out whether he was ready to carry out the promises of the Scioto Company as stated in the *Prospectus*. In reply to these demands on the part of the emigrants, Duer dispatched Colonel David Franks to Alexandria to conclude some agreement with the emigrants, and if possible to get them off to the West. Some such step was very necessary, as the emigrants were eager to start for their destination, and threatened as an alternative to dissolve all their connection with the Scioto Company. Major Guion, who was doing his best to keep the emigrants satisfied, reported to Duer that if another ship were to arrive the disorder might grow so large as to put an end to the business entirely. On the other hand, General Rufus Putnam was writing from the West that on no condition were the emigrants to be allowed to come over the mountains until after a new harvest had been gathered. Previous to that provisions would be too scarce to support them.²¹ Duer was thus between two fires.

Guion decided, however, that it would be wise to run the risk of a lack of provisions for the sake of getting the emigrants out of Alexandria. He thought they would be better satisfied in Winchester, which was to be their next stopping place. On May

¹⁹The French have always been an excitable nation, one especially fond of discussion. It was a favorite amusement of the emigrants to meet in solemn conclave and discuss their situation, passing resolutions and deciding on steps to be taken, as earnestly as though the fate of nations depended on their decision. This was kept up after they arrived on the Ohio. Some of these meetings were of a rather turbulent character, reminding one of the Chamber of Deputies.

²⁰Bureau MS. The answer of Washington was not particularly encouraging. He assured the emigrants "of all that countenance and protection from the general government of the United States which the Constitution and laws will enable the executive to afford under existing circumstances." See *G. P.*, Vol. I, p. 185. According to La Croix, the emigrants communicated with the Treasury Department and learned that as the Scioto Company had failed to fulfill its obligations to Congress, their land had been sold to the Ohio Company. See La Croix MS.

²¹See Putnam to Duer, May 28, 1790. *G. P.*, Vol. I, p. 155.

31st he wrote Duer that the determination of marching with a part of the people had had a good effect.²² To separate the emigrants thus would render them less able to create disturbances against the company. Two of the leading emigrants, Marquis D'Hebecourt and M. Rome, requested that the company should bind itself, in case the movement should fail and the other emigrants did not follow, to return the first party to Alexandria with their baggage. This was to be performed at the expense of the company.²³

A month more elapsed, however, before the first party of the French left Alexandria. In the meantime, on June 18th, Colonel David Franks had concluded an agreement between the emigrants and the company.²⁴ The French had demanded that the Scioto Company pay their board at Alexandria from the day of their arrival to the day of their departure for the West, at the rate of three shillings per day; that they and their baggage be transported to the Scioto for twenty-one shillings per head, and this amount was to include board and lodgings while en route; that carriages be furnished to convey the women and children; that ambulances for the sick and a trained surgeon with medicines should accompany them; that all the proprietors who so desired should be furnished with two horses, two cows, and a plough for the sum of two hundred and fifty livres. Finally the French demanded to be indemnified for the time lost at Alexandria, since that delay would mean the failure on their part to put in a crop in the spring of 1790. In making these demands to Franks for indemnity the emigrants took occasion to complain bitterly at the conduct of Playfair and Soisson. Some claimed that these two had prevented them from bringing with them money and clothes, saying the company would provide them with all they needed. Some had, at the request of Playfair and Soisson, left money in the hands of those agents, receiving in return drafts on the company in America. In many cases these two had required from the emigrants money which the latter supposed was to pay for their passage to the Scioto. But no

²²*G. P.*, Vol. I, p. 159. The leaders in the agitation were Boulogne, Thory, and Laforge.

²³*Ibid.* Vol. I, p. 159.

²⁴For copy of this agreement see *G. P.*, Vol. III, A, p. 114.

acknowledgment of the same had been given them and no notice of the transaction had been sent to the company in America.²⁵

In his agreement with the emigrants Colonel Franks granted most of their demands, while some slight changes in the conditions asked.²⁶ The board of the emigrants while at Alexandria was to be paid by the company. Instead of the three shillings, per day, however, only two were granted. The company was to convey to the Ohio Company the board of the emigrants, but a commission was to be appointed to decide upon what really constituted baggage.²⁷ This condition was made since it was feared that some of the French would seize this opportunity to get conveyed to the West a large amount of merchandise, with the idea of selling it at a large profit after they had arrived there. The emigrants were allowed an extra year in which to make the second payment on their lands. Each purchaser was to be given, in addition, one town lot and one four-acre lot without the town. As a final arrangement, the company promised to placate the Indians with a present of five hundred dollars' worth of goods.

This agreement, at which the French were highly pleased, was signed by Colonel David J. Franks, Thomas Porter, a merchant of Alexandria, and J. M. Perin, the French consul at Alexandria, on the part of the Scioto Company. The emigrants were represented by the Marquis D'Hebecourt, M. Devignement, M. Armand, M. Rome, and M. Laforge.

The wrath of the prospective settlers having been somewhat cooled by these arrangements, the next step was to start them on their way westward. Major Guion was to be met and assisted in his important task of conducting the emigrants to the Ohio country by Mr. James Backus, who had been chosen for the business by General Rufus Putnam. Mr. Backus had been one of the first comers to Marietta, and his experience was in every way

²⁵For these charges of the emigrants against Playfair and Soisson, see Franks to Duer, September, 1790. It may be that all these charges were not true, but that some were made simply with an idea to get an unwarranted indemnity from the Scioto Company. From what we know of Playfair and Soisson, however, we would conclude that most of the emigrants' complaints against them were true.

²⁶At least on paper. It is a question as to how fully the agreement was carried out.

²⁷This commission was to consist of Colonel Franks, Mr. Porter, M. Perin, and M. Berthelot.

calculated to suit him for the work now in hand. He left Sumrill's Ferry, on the Youghiogheny River, early in June and proceeded to Alexandria. Along the way eastward he purchased provisions for the expected emigrants and contracted for accommodations and wagons at various points on the route.²⁸ During the month consumed in this preparation the emigrants remained at Alexandria, much to their own dissatisfaction, as we have seen. On June 29th Major Guion left Alexandria with the first party of emigrants bound for the West.²⁹ The journey of the emigrants from Alexandria to the Ohio country was not one to improve their tempers or spirits. Trips over the mountains and down the rivers at this time were slow and fatiguing for men. What must it have been for women and children fresh from the streets of Paris! Wagons were the means of conveyance used for the first stage of the journey. They proved a rough means of travel, as the *Journal* of Mr. Backus shows.³⁰ The discomfort of the travelers was increased by the fact that the summer of 1790 was very hot and sultry, with frequent showers. The provisions and accommodations for the emigrants for which Mr. Backus had bargained on his way to Alexandria were not always forthcoming. The credit of the Scioto Company in the West at this time was not especially good. Had not General Putnam used his own credit in purchasing, the emigrants might have suffered from lack of food.³¹ Often the emigrants bought for themselves at outrageous prices. Sometimes this led to complications. When two of their number were arrested for debt at Winchester they were rescued from the constable by their fellows. A riot almost ensued, and the militia had to be called out before quiet could be restored.³²

At every point delay and discomfort awaited the emigrants. Arriving at Buffalo Creek, they were obliged to wait until a sufficient number of boats had been collected to convey them down

²⁸See *Journal* of James Backus.

²⁹*Ibid.*

³⁰For example: "August 28th, at nine o'clock, emigrants came in with wagons * * * two miles back * * * one had overturned and Mrs. Picard badly hurt. Left her with her husband and child."

³¹Putnam complained continually in his letters to Duer of a lack of funds. He pledged himself for the company to the extent of about \$4,000. See Putnam to Duer, September 7, 1790. *G. P.*, Vol. I, p. 159.

³²See *Pennsylvania Packet* for August 2, 1790.

the Ohio.³³ The trip down that stream was uneventful save for the occasional grounding of one of the "arks" on which the French had embarked.³⁴ Throughout the whole disagreeable journey, however, the French did not lose heart. They still retained those rosy ideas of the Scioto country instilled in their minds by the agents of the Scioto Company in Paris.³⁵ They imagined that once located on their lands, their troubles would be at an end. They were destined to be cruelly disappointed. It was the middle of October when they arrived opposite the mouth of the Great Kanawha, and found that, after all, their troubles were just begun.

We have seen that Barlow wrote Duer in December, 1789, advising him that huts for at least one hundred persons should be built on the Ohio at a point opposite the mouth of the Great Kanawha. In March, 1790, General Rufus Putnam employed Major John Burnham, of Massachusetts, to enlist fifty young men who were expert woodsmen and who could stand discipline for six months' time. They were to be employed in the West to build huts, to assist in clearing lands, to act as hunters, and to keep guard against the Indians. All this was to be in the interest of the expected emigrants. Burnham's party, consisting of thirty-six members, arrived at Marietta the 1st of June and received their instructions from General Putnam.³⁶ They were to proceed to Chickamauga Creek, a small stream flowing into the Ohio about three miles below the mouth of the Great Kanawha River. Here land was to be cleared up and down the river. Four blockhouses and several huts were to be built. The spot to which Burnham and his men were thus directed to repair was then a heavy wood miles from any other settlement. It was

³³The various parties of emigrants followed various routes. The first party went from Alexandria, Virginia, to Winchester, thence to Red Stone, and down Buffalo Creek to its mouth, the present site of Wellsburg, West Virginia.

³⁴Nickname conferred on the clumsy flatboats used in navigating the Ohio at this time.

³⁵For a good idea of the state of mind of the emigrants at this point see extract from a letter written by one of them at the mouth of Buffalo Creek which appeared in the *Pennsylvania Packet* for November 3, 1790. See Appendix III.

³⁶See *Publications of the Ohio State Archaeological and Historical Association*, Vol. III, p. 43, for a copy of General Putnam's letter of instructions to Major Burnham.

the future site of the town of Gallipolis, or City of the French, as the emigrants later saw fit to call their village.

When the newcomers arrived they found that Burnham's men had done their work, and the new town on the Ohio was ready for occupancy. But in appearance as well as in fact the place was not pretentious. The dreams of a beautiful town in the West to which they were going, visions in which the emigrants had indulged since leaving Paris, were soon dispelled. The town of Gallipolis rose before them. It consisted of two parallel rows of log cabins, each row some three hundred feet in length, and forming streets parallel with the river. At intervals of one hundred feet spaces had been left between the huts for cross streets, and at each corner of the rectangle formed by the whole, block-houses had been erected. A space had been strongly fenced off for the company's stores. The town itself was on a high bank, but the situation was not a healthy one, for behind the ground was low and marshy, owing to the presence of a muddy little creek, which usually overflowed its banks during the heavy spring and fall rains.³⁷

The French had now arrived at their journey's end. They were assigned cabins and took possession. Later Guion undertook the more serious task of dividing the town lots among the settlers. But just at present all serious thoughts were put aside and the settlers prepared to celebrate their arrival with music and dancing, for the French are nothing if not cheerful and gay. The position of the newcomers, however, demanded serious effort on their part to render the situation bearable. But that effort their previous life and experience had not prepared them to make. The French settlement at Gallipolis was doomed to failure from the start on account of the character of the settlers and their unfortunate connection with the Scioto Company.

First and foremost, the question of provisions was a formidable one with which to deal. The company had promised to supply the settlers with these until their first crop could be raised. But food was costly, and the slim resources of the Scioto Company did not hold out long after the colonists arrived at

³⁷For description of Gallipolis at this time see *American Pioneer*, Vol. II, p. 182. Cf. Bureau and Lacroix MSS. See Howe: *Historical Collections of Ohio*, 1848, p. 181, for sketch of Gallipolis as it appeared in 1791.

Gallipolis. As a matter of fact, the private purses of Duer and Putnam paid for all the provisions sent the settlers by the company in which those two were interested. Duer established a store at Gallipolis, with Mr. John Matthews in charge, and from it supplies were dispensed to the French at various times. But this arrangement was discontinued at the end of a few months.³⁸ The French themselves were not in a position to supply their own wants as to food. None of them had been trained to farm. Their efforts to clear and cultivate the land were weak, and in some instances ludicrous.³⁹ No farms such as the Americans were in the habit of cultivating in the West were ever run by the French. All they managed to accomplish at Gallipolis was to cultivate a few gardens and plant a number of grapevines. With both these they seem to have been very successful, and in time the gardens supplied all they needed for sustenance. During the winters of 1790-91 and 1791-92, however, they depended on outside sources for their supplies. They were in the habit of buying pork and vegetables from the boats going down the river. When the ice was so thick as to prevent navigation, or when fear of Indian attack kept boats off the river, the French suffered severely from a lack of provisions. But with the help of the hunters (provided for their benefit by the Scioto Company) among Burnham's soldiers, who sold them fresh meat now and then, they managed to pull through.⁴⁰ After the first two winters spent at Gallipolis they were no longer in danger of starving.⁴¹

The problem of organization for internal government and protection against the Indians never troubled the French at Galli-

³⁸See Dawes' article in Cutler's *Journal*, Vol. I, p. 519, "The Scioto Speculation."

³⁹See the story of the French hacking away at the giant trees with ten or twelve axemen about one trunk and twenty or thirty of their colleagues at the end of a rope attached to the branches, endeavoring to pull the tree down. It is said that when the tree was once down the French knew no better method of disposing of the trunk than to dig a trench and bury it. This last statement is hard to swallow, but may be true. See Bureau and La Croix MSS.; *American Pioneer*, Vol. II, p. 182.

⁴⁰Some, however, suffered severely. One family lived on beans alone for ten days. See *American Pioneer*, Vol. II, p. 182.

⁴¹It is a notable fact that a lack of food was one of the worst hardships the American pioneer had to encounter. The American was usually an expert hunter, but often the presence of Indians rendered that method of procuring food extremely dangerous. The experience of the Miami country pioneers paralleled that of the French in this regard.

polis seriously. The settlers seem to have been on the whole a law-abiding company, and no serious crimes were committed in their midst. The savages, on the other hand, never proved very troublesome to them. It may be that the old-time friendship of the Indians and French in the Northwest played its part here. At all events, no attempt was made by the redskins to attack Gallipolis in force. They acted in a very friendly manner towards the settlers there until several of the French joined the expedition of St. Clair against the Indians in 1791. After that the Indians became unfriendly, and in the winter of 1792-93 application was made to General Putnam at Marietta on the part of the French for protection. He directed Colonel Ebenezer Sproat, who was then the Commandant of Militia in the county of Washington, to see to the defense of Gallipolis.⁴² A company of the French settlers was organized with the Marquis D'Hebecourt captain, M. Malden lieutenant, and C. R. Menager ensign. Ninety of the settlers enlisted. The whole company was divided into sections of ten each, whose duty it was to patrol in turn the district surrounding the town. This military organization was kept up until the victory of Wayne in 1794.⁴³

The French colony on the Ohio was seriously hampered by the knowledge that the land on which their village stood did not belong to them, but to the Ohio Company. Many of the settlers, despairing of ever getting a valid title to the lands for which they had paid the Scioto Company, left their village at an early stage of its existence. Some sought eastern cities, as being better suited to the needs of earning a livelihood than their present environment on the frontier. Some drifted down the Ohio and settled in Kentucky. Others went farther and sought an asylum with the French settlers in New Orleans or Illinois; and it was not so very long before there were at Gallipolis but few of those who had come over from Paris in the spring of 1790 with such light hearts and such glowing hopes for the future.⁴⁴ Those who did remain took but little interest in improving lands to which they feared, and rightly, they would never gain a valid title. In the first fifteen years of its existence the town of Gallipolis

⁴²See *G. P.*, Vol. I, p. 117.

⁴³See La Croix MS.

⁴⁴See Putnam to Duer, January 9, 1791, *G. P.*, Vol. I, p. 181; Bureau and La Croix MSS.

changed but little in appearance, and that little, if anything, was for the worse rather than for the better. The inhabitants were content to live in the log cabins which Burnham's men had constructed for them and to cultivate their garden plots in the near neighborhood. The unhealthy situation of their village caused the French to take on a sallow, sickly appearance, and they suffered from fevers. Such a thing as enterprise was scarcely known among them, and it was not until the French element at Gallipolis was almost entirely obscured by an inrush of American settlers that the town assumed that bustling, thriving appearance characteristic of its sister settlements.

In the fall of 1793, M. Gervais, one of the settlers, undertook to make an effort to right the wrongs of his fellow-countrymen. He discussed the situation with P. S. Duponceau, a French lawyer of eminence in Philadelphia. The two prepared a petition to Congress for a grant of land to the French at Gallipolis. In consideration of such a grant, if made, the French were ready to cede to the United States all their claims on the Scioto and Ohio companies.⁴⁵ This petition was referred by the Senate to William Bradford, the Attorney-General, with instructions to report upon the validity of the claims of the French against either the Scioto or Ohio Company and the means to be pursued in obtaining justice.

On March 24, 1794, the Attorney-General made his report.⁴⁶ He stated that in his opinion the original right of purchase of the whole tract included in the Ohio Company's and Scioto Company's contracts was vested in the Ohio Company. If the Ohio Company had been a party to the sales in Europe, or if a deed for the site of Gallipolis⁴⁷ had been passed between William Duer and his associates conveying possession, then the French settlers had a claim against the Ohio Company. It was impossible, it seemed, to establish either one of these suppositions, however, as a fact. Nevertheless, the Senate passed a bill summoning the

⁴⁵For information concerning the French grant see *American State Papers, Annals of Congress*, La Croix and Bureau MSS. See also E. C. Dawes in *Ohio State Archaeological Publications*, "The Beginning of the Ohio Company and the Scioto Purchase."

⁴⁶For this report see *American State Papers, Public Lands*, Vol. I, p. 23.

⁴⁷Contained in the one hundred and forty-eight shares mentioned above.

directors of the Ohio Company to appear before it and show cause why so much of the grant to the Ohio Company, made by Congress in 1792, as would be sufficient to satisfy the claims of the French, should not be declared null and void.⁴⁸ This was converting the Senate of the United States into a court of justice which adjudged the Ohio Company responsible for the misfortunes of the French and liable to compensate them at least for the loss of their lands. It failed to work, for the directors of the Ohio Company paid no attention to the summons issued by the Senate, and that phase of the matter went no further.

On March 3, 1795, Congress, in response to the petition of Gervais and Duponceau, granted to those French settlers over eighteen years of age who would be in Gallipolis on November 1st of that year, twenty-four thousand acres of land in what is now the southern part of Scioto County, Ohio.⁴⁹ Four thousand acres were granted M. Gervais in recognition of his efforts in behalf of his fellow-countrymen.⁵⁰ This grant was to interfere with no right of action which the emigrants had against any person or persons, meaning thereby the Ohio or Scioto Company.

General Rufus Putnam superintended the division of this land, and in the spring of 1796 the French drew lots for their respective portions. Few who were entitled to lots, however, moved onto them. Perhaps not more than fifteen or sixteen of the original settlers at Gallipolis occupied their lands in the grant. The first four of the French to move — John Gervais, J. B. Bertrand, William Devil, and Andrew Lacroix — came down from Gallipolis in the autumn of 1796 and put up small cabins. In the following March they brought out their families and cleared up their farms. Others of the French followed at different times until 1801, but by no means all of the land was occupied by them. The greater part was soon bought up by settlers from the eastern states at nominal prices, and the grant became, in fact, a Yankee settlement.⁵¹ The French who did

⁴⁸See *Annals of Congress* for May 7, 1794, Senate.

⁴⁹For copy of this act see *G. P.*, Vol. I, p. 177. See also *Annals of Congress* for March, 1795. The French had to make an actual settlement within five years' time or right to the land was lost.

⁵⁰See James Keys' *Sketch of Scioto County*, *G. P.*, Vol. I, p. 131.

⁵¹As the French grant had been surveyed, the title to lands there was surer than in unsurveyed localities. On this account incoming settlers preferred to settle there.

settle there, however, had by this time learned American ways. They knew how to clear land, and their farms were soon as blooming as any in the West. But for the occasional use of the French tongue, the grant even at that early stage could not be distinguished from the American settlements thereabouts.

The site of the town of Gallipolis still belonged to the Ohio Company. In December, 1795, the Ohio Company held a meeting at Marietta to make a final settlement of its affairs. A committee of the French settlers from Gallipolis attended and requested that the site of their town be given them by the Ohio Company. The petition declared that the town of Gallipolis would not have been built where it then stood had not the Scioto Associates supposed that its site had been sold them by the Ohio Company.⁵² This request for the site of Gallipolis was refused. But the Ohio Company consented to sell to the French those sections of its land, including the town of Gallipolis and the adjacent improved lots, at the nominal price of a dollar and a quarter an acre.⁵³ Thus the French were given the pleasant privilege of buying their lands twice. Still they did not come out of the affair so badly after all. Those who cared to take advantage of the act of Congress had the benefit of the French grant, which when divided amounted to something like two hundred acres apiece. The French, too, had been invited to share in the Donation Tract of the Ohio Company on the Muskingum.⁵⁴ Each had the log hut which had been erected by the Scioto Company, and by the action of the Ohio Company the French were enabled to hold the lots they had improved by paying for them at the price of wild lands. In the long run, the French may have been out some money and trouble, in addition to the usual amount of hardship every pioneer has to endure, but in return they certainly had no lack of land if they cared to claim it.

⁵²Referring to the sale to the Scioto Company by the Ohio Company of the one hundred and forty-eight shares mentioned above, see this study, p. 45. For the Petition referred to here, see *G. P.*, Vol. I, p. 121.

⁵³See Petition referred to above.

⁵⁴See *G. P.*, Vol. I, p. 119. Each of the French had the right to receive one hundred acres there.

In making a study of the Scioto Speculation and the French Settlement at Gallipolis we arrive at some well-defined conclusions:

First of all, we note that the inception of the Scioto Company was part and parcel of the Ohio Company's purchase from Congress. Had not the deal which created the Scioto Speculation been carried out between Cutler and Duer, it is possible that the Ohio Company would have had trouble in securing the terms it desired from Congress, and a settlement such as that made by the Ohio Company in 1788 at Marietta would have been retarded. This might have had wide-reaching consequences on the future history of the United States.

The failure of the Scioto Speculation to succeed; the villainy of Playfair and Soisson; the lies of the *Prospectus* issued in Paris; and the sufferings of the French emigrants on the Ohio, have all stamped the transactions of the Scioto Associates as infamous. But as a matter of fact, in its inception the Scioto Speculation was legitimate. To sell a mere preëmption in land as though it were an actual title was common at that period of our history. Duer and his associates were not deviating seriously from the financial standards of that day when they did so.

The French colony on the Ohio failed, not so much because the Scioto Company failed and thereby left the French settlers without a title to their lands, as because the settlers were totally unfit in character to wrestle with the difficulties of pioneer life in America in 1790. The French have never proven very successful as colonists. The best they ever accomplished in America was as explorers and trappers. While a few aspired to tilling small farms in the neighborhood of some military post, it was not given to them as it was to the Americans to spread out over the land individually. It was inconceivable that even under the most favorable circumstances a number of emigrants from Paris, without knowledge of country life, should achieve what rural Americans with all their acquaintance of life in the West could scarcely accomplish.⁵⁵

⁵⁵For a parallel opinion of the cause of the failure of the French colony on the Ohio, see F. A. Michaux: *Travels in the United States in 1802*. Translation from the French by B. Lambert, London, 1805, pp. 120-123. Michaux says, in speaking of Gallipolis, that the French have never been as successful in North America as the English and Germans have been. He advances the miserable character of the French settlements in Illinois in 1802 to substantiate his opinion.

APPENDIXES

APPENDIX I

WHO CONSTITUTED THE SCIOTO COMPANY?

The composition of the Scioto Company has long remained something of a mystery. It has been generally understood that Colonel William Duer was the head of the organization, but much further than that it is difficult to go. Duer himself stated that the company was composed for the most part of those who had been influential in the formation of the Ohio Company and in the legislative and executive branches of the government.¹ There is every evidence that Manasseh Cutler was connected closely with the Scioto Associates. Had he not been, it is scarcely likely that he would have taken so much interest in the mission of Royal Flint to Europe or in the appointment of Joel Barlow in that worthy's place when Flint was prevented by sickness from carrying out his plans.²

Royal Flint and Andrew Craigie were both principals in the Scioto Company. Joel Barlow became one of the associates when the company decided to send him to Europe as its agent. A letter from Royal Flint to General Rufus Putnam of May 20, 1792, alone would show the latter was interested in the Scioto Company³ were it not supplemented by the fact that General Putnam expended such large sums in advancing the interests of the Scioto Company in the West and also acted as its agent there.

¹See Duer to the French emigrants, *G. P.*, Vol. III, A, p. 32.

²See Cutler's *Journal*, Vol. I, p. 333. *Ibid.* Vol. I, p. 381. Cutler says: "The sickness of Mr. Flint I conceive to be extremely unfortunate. Mr. Barlow is the only man within my knowledge that can be obtained to whom I should feel myself willing to entrust our business." This significant statement occurs in a letter from Cutler to Platt dated February 20, 1788. On February 27, 1790, Cutler enters in his diary the following: "Scioto Company met at Colonel William Duer's. Just as we were seated we received a letter from Barlow announcing completion of his contract much as we wished."

³"You are a proprietor in the Scioto concern and must abide your proportional part in the event of that business." See *G. P.*, Vol. I, p. 167.

The transfer of October, 1787, from Cutler and Sargent to William Duer would indicate that the entire Ohio Company through its agents was implicated in the Scioto affair. The solution of the whole question of the Ohio Company's connection with the Scioto affairs hinges on the meaning of the terms "for themselves and their associates." Did this mean the same persons in both contracts?⁴ If so, then the Ohio Associates were responsible for the Scioto Speculation as much as were Cutler, Sargent, Duer, and the rest. It is possible, however, that the word "associates" in the second contract meant very different persons from what it did in the first contract. It may, in the latter instance, refer to those persons mentioned by Cutler in his diary as interested in the "private speculation" mentioned by him,⁵ and it may be that these were entirely distinct from the Ohio Associates. If the Ohio Company as a whole was through its agents interested in the Scioto Speculation, it is possible that Cutler and Sargent exceeded their lawful authority given them by the Ohio Company in increasing the purchase from Congress to such a large amount and thus involving their company in the Scioto affair.⁶

⁴That it did mean the same persons in both was the opinion of the Attorney-General of the United States. See Report of March 24, 1794, referred to above, p. 17.

⁵See above, p. 16.

⁶On this point see Winsor: *Westward Movement*, p. 311. The following passage from Cutler's *Journal* may throw some light on this point. It was written at Marietta, August 21, 1788: "Felt myself much injured yesterday and to-day by representations made by the Rhode Island faction respecting the Scioto Company's purchase."

APPENDIX II

THE "COMPANY OF THE TWENTY-FOUR"

The "Company of the Twenty-four," which figures in the transactions of the Scioto Company in Paris and afterward on the Scioto, was composed of twenty-four French gentlemen. It included among its members Barlow, Playfair, and Soisson.¹ The company was formed in Paris, January 24, 1790. Each associate agreed to purchase from the Scioto Company one thousand acres of land and to provide four laborers whom he was to transport to Havre at his own expense. These were to be employed in clearing and cultivating the land in America.² The Marquis Marnesia and the Count De Barth, two of the leading members of the "Twenty-four," had far reaching plans. It was their intention to found a Catholic colony on the Ohio, and to build a city with a magnificent cathedral.³

The "Twenty-four" came over in 1790 with the other emigrants, and were much disappointed at the state of affairs confronting them in America. They desired to be considered as a separate and distinct organization, and took no part in the indignation meetings of the French held at Alexandria, but conferred with Colonel Duer and seemed to have been well satisfied with all his explanations and his plans for the future.⁴ On their arrival in the West the "Twenty-four" were much put out that their lands had not already been surveyed. They objected, too, that the houses erected for their occupancy were not of a better and more spacious build than those intended by the Scioto Company for the rank and file of the emigrants. General Putnam apologized to the gentlemen of the "Twenty-four" for both these unfortunate circumstances and advised them to look around before deciding on a site for their city. This they were eager

¹See list of members of the "Twenty-four," *G. P.*, Vol. III, A, p. 284.

²See the Articles of Formation of the "Company of the Twenty-four," *G. P.*, Vol. III, A, p. 172.

³See *G. P.*, Vol. III, A, p. 176.

⁴See *G. P.*, Vol. III, A, p. 283.

to have understood was to be quite separate and distinct from the town of the other emigrants.

The "Twenty-four" made a tour of exploration down the river soon after their arrival at Gallipolis, and were charmed with the country thereabouts. But on account of circumstances we have already explained the plans of the "Twenty-four" for a French city on the Ohio were never realized.

APPENDIX III

SELECTIONS FROM THE GALLIPOLIS PAPERS¹

I

*COPY OF A TRANSFER OF LAND FROM CUTLER AND SARGENT
TO
COLONEL WILLIAM DUER IN NOVEMBER, 1787*

Whereas by the Resolves of Congress of the 23d & 27th of July last the Rev'd Manasseh Cutler & Major Winthrop Sargent for themselves and associates procured the right of Pre-Emption of a certain tract of the Western Territory of the United States bounded as follows, viz: "A Tract of land bounded by the Ohio from the mouth of the Scioto River to the intersection of the Western boundary of the Seventh range of townships then surveying; thence by the Said boundary to the northern boundary of the tenth township from the Ohio, thence by a due west line to the Scioto, thence by the Scioto to the beginning."² And whereas in pursuance of the Said Resolves the Said Manasseh Cutler & Winthrop Sargent have on the 27th of October, instant, entered into a contract with the honorable, the Board of Treasury of the United States, as Agents for the Directors of the Ohio Company of associates for the purchase of a certain portion of the above described Tract of Land, bounded as follows: "Beginning at the place where the Western Boundary Line of the seventh Range of Townships laid out by the authority of Congress Intersects the Ohio & extending thence along that River westerly to the place where the western line of the seventeenth Range of Townships to be laid out according to the Land ordinance of the 20th day of May one thousand seven hundred and Eighty-five, would intersect the Said River & and extending thence

¹I desire here to express my acknowledgments to the Historical and Philosophical Society of Ohio for their kind permission to publish these selections from the *Gallipolis Papers* in their library. With a single exception—namely, the extract from a letter written by an emigrant at Buffalo Creek—these extracts have already been published in the *Quarterly* of the Historical and Philosophical Society for April-June, 1907, which was edited by the writer of this study.

²This was the whole tract of land purchased by the Ohio and Scioto companies together.

Northerly upon the Western boundary line of the seventeenth Range of Townships, so far as that a line drawn due East, to the Western boundary Line of the Said seventh range of Townships will with the other Lines of the Said described Tract include One Million and a half acres of Land, exclusive of certain reservations as specified in the Deed.”³ And whereas the Residue of the General Tract as described in the act of Congress of the 23d of July last remains wholly unappropriated & is subject to the disposal of the Said Manasseh Cutler & Winthrop Sargent, who have accordingly entered into a contract for the purchase of the same on the 27th day of October Instant with the Honorable Board of Treasury of the United States, describing in the Said Contract the Boundaries of the Said Tract in the manner following to wit: “Beginning at the mouth of the Scioto on the Eastern Side thereof, thence running along the Ohio to the place where the Western Boundary Line of the seventeenth Range of Townships, to be laid out according to the Land ordinance of Congress of the 20th May, 1785: will touch the said River, thence running Northerly on the Western Boundary Line of the Said seventeenth Range of Townships as far as the Western line of the said Tract so as aforesaid contracted for by the Said Manasseh Cutler & Winthrop Sargent as Agents for the Directors of the Ohio Company and their associates shall or may extend thence due East to the Western Boundary Line of the Said seventh Range of Townships, thence along the same to the Northern Boundary of the tenth Township from the Ohio, thence due West to the river Scioto, & thence along the Said river to the place of beginning, being the whole of the Tract mentioned in the Resolution of Congress of the 23d of July last, except what is contracted for by the Said Manasseh Cutler & Winthrop Sargent as Agent for the Directors of the Ohio Company, & their associates.”⁴

Be it known, that it is this day agreed betwixt the Said Manasseh Cutler & Winthrop Sargent, for themselves, & others their associates, & William Duer of the State of New York for himself & others his associates, that they the said Cutler and Sargent do for themselves & associates, assign & make over to the said William Duer & his associates their Heirs and assigns one equal moiety of the tract last described: Provided always that the Prospective Parties to this writing shall be jointly & equally concerned in the disposal of the same either in Europe or America as circumstances will best admit of; and that they shall share equally in any profit or loss which may accrue in attempting to negotiate the Sale or Mortgage of the same, & in paying the purchase money due to the United States.

And it is hereby agreed upon & understood by the parties that the property in the residue of the general Tract, as above described, is to be considered as divided into thirty equal Parts or Shares, of which

³The tract purchased outright by the Ohio Company. See map.

⁴The tract here described (see map) is the Scioto Company's tract.

thirteen Shares are the Property of William Duer, in which he may admit such associates as he may judge proper & thirteen shares are in like manner the property of the Said Manasseh Cutler & Winthrop Sargent: that the other four shares may be disposed of in Europe at the Direction of an Agent to be sent there for the purpose of negotiating a Sale or Loan as above mentioned; & if not disposed of: to be equally divided among the Parties to this writing.

It is further agreed that the said William Duer be and he hereby is fully authorized & empowered to negotiate a Loan on or a Sale of the above Lands in Holland or such other parts of Europe as may be found expedient; with power of appointing an agent to act under him in the said negotiation, agreeably to such instructions as he may receive for such purpose.—Provided always, & it is hereby understood & agreed on betwixt the parties that the Said William Duer shall from time to time (when so required) make known & communicate to the Said Winthrop Sargent & Manasseh Cutler the progress of the Said negotiation & the correspondence & instructions relative thereto, & it is also agreed betwixt the said parties that Royal Flint be & is agreed on by the Said Parties, as the present agent for undertaking the proposed negotiation under the superintendence of the said William Duer; & that if from the Death of the said Flint or other circumstances it may be proper to appoint another agent for the purpose above stated, the person so appointed shall be agreed on by the said Manasseh Cutler & Winthrop Sargent & William Duer. And whereas the whole benefit of the Pre-Emption of the Residue of the Land as above described may depend on the punctual payment on the part of the Ohio Company of one moiety of the purchase money of the First tract contracted for in their behalf, it is hereby agreed that the Said William Duer shall (if it be found necessary) advance on the account of the Said contract One hundred thousand Dollars; provided that whatever sum so paid by the Said William Duer shall exceed thirty thousand dollars shall be reimbursed to the said William Duer out of the first monies which the Said Cutler and Sargent may receive for subscriptions.

For the performance of the different covenants in this agreement the said Manasseh Cutler and Winthrop Sargent and the Said William Duer, bind themselves & their respective Heirs & assigns the one to the other—& in Witness whereof have interchangeably set their hands & seals this twenty-ninth day of October, one thousand, seven hundred & eighty-seven.

Witness:—

MANASSEH CUTLER,

On the 26th Nov.

In presence of

MANASSEH CUTLER

[Seal]

WINTHROP SARGENT

[Seal]

EDWARD HARRIS. [Seal]

JOHN WEST.

II

BILL OF SALE

(Translation⁵ of a copy of the Bill of Sale passed between Joel Barlow as the agent of the Scioto Associates in America and the newly organized Scioto Company in Paris on November 3d, 1789.)

3D NOV. 1789. BEFORE THE COUNSELLORS OF THE KING, NOTARIES
IN THE CHATELET OF PARIS, UNDERSIGNED.

Was present Mr. Joel Barlow, Esquire, dwelling ordinarily in the City of Hartford, in the State of Connecticut, one of the Thirteen United States of North America, being at present in Paris lodged in the Hotel d'Angleterre, Rue Traversier St. Honore, Parish of St. Roch, and stipulating in these presents in the name and by virtue of special powers, which he has proved to the purchasers hereinafter named, of Manasseh Cutler, of Major Winthrop Sargent, and William Duer of the City of New York, all three sole proprietors associated in virtue of the grant made by the American Congress of the country wherein is taken the object of the sale hereinafter.

The which Sieur Barlow in the said name and by these presents has sold, ceded and abandoned in full and free ownership and enjoyment, but by no means to take possession and enjoyment thereof except at the times and in the manner hereinafter stipulated to the Society formed between the said Sieur Barlow and others to the effect of the present purchase under the name and style of the Company of the Scioto, following an act drawn by M. Rameau and associate notaries at Paris, the third of August last and accepted, purchasers for the said Society by M. William Playfair, English Engineer dwelling in Paris, Rue Neuve des Petits Champs Parish of St. Roch No. 162 at this present.

The superficial tract of three millions of acres or English arpens to be taken in the land situate between the rivers Ohio and Scioto of North America—beginning from the confluence of the rivers Ohio and Scioto towards the east along the Ohio, as far as the west line of the seventeenth range of townships and its prolongation towards the north upon the said western line of the seventeenth range of townships as far as this line must be prolonged to make the said quantity of three million of acres and from such point to the west as far as the river Scioto, and thence along that river to the place where the boundary shall have begun. To render these bounds more clear and intelligible the parties have produced an engraved copy of the plan, which has been prepared, of the country where is to be taken the tract of these three million acres, following the limits herein above, and the plan wherein this tract is marked in blue, has been annexed to the minutes

⁵This translation was made by Mr. Eugene F. Bliss, of Cincinnati.

of these presents after having been seen by the parties, the which has been accepted in the presence of the said endorsers.

However, observing that by the terms of the grant, there is or ought to be in the extent of each township of Six English Square Miles, certain lots of land reserved for public schools, or destined for other public purposes according to the order of Congress, it is well understood that these lots of land thus reserved or destined shall not be comprised in the present sale, but that if, deduction being made for these portions, the land which shall remain in the extent above limited shall not make up the above mentioned amount of three millions of acres, what shall be wanting, shall be made up for the good of the society out of the lands situate to the north of the possessions of the Company of the Ohio—and to the amount of the land herein above described.

The price of the present sale has been fixed and agreed at the rate of Six livres Tournois per acre, which makes for the whole three million of acres at the rate above mentioned the sum of eighteen millions livres Tournois which Messrs. * * * bind themselves and their associates present and future to pay without interest, moreover, at the times hereinafter fixed to wit:

Fifteen hundred thousand livres at the end of December of the present year <i>i. e.</i>	1,500,000
Fifteen hundred thousand livres at the end of April in the coming year.....	1,500,000
Fifteen hundred thousand livres at the end of said year, 1790..	1,500,000
Fifteen hundred thousand livres at the end of April, 1791.....	1,500,000
Three million livres at the end of September of the same year, 1791	3,000,000
Three million more livres at the end of April, 1792.....	3,000,000
Three million more livres at the end of April, 1793.....	3,000,000
Three million more livres at the end of April, 1794.....	3,000,000
Total equal to said price.....	18,000,000

Notwithstanding the fixing of times, the Society purchasing may anticipate its payments for such portions as it may please, and all their payments shall be made at the choice of the said society, either in ready money or in bills of the United States of America as in that country, thus under the name of its "Domestic Liquidation" the whole comes into the hands of the said Sieur Barlow or of his principals at the treasury of the society or at such other place as shall be arranged by the Sieur Barlow, it being well understood that for what shall be paid of the said price in paper of the nature of that above designated, this paper shall be valued at ninety livres in the hundred, that is to say, that a hundred livres in value of this paper shall only represent ninety livres silver, and the American dollar in silver shall be counted at five livres five sols.

As soon as and not before the said payments are remitted arising

from the price of the present sale, Mr. Barlow binds his principals towards the society purchasing or its assigns to put them in possession and enjoyment of an amount of the three million acres proportionate to the amount of the said payment at the aforesaid rate of six livres Tournois per acre, and these acres thus gradually paid for, shall at first be located on the river Ohio at the east line of the seventeenth Township range to the twentieth range at the west and at the north; following the arrangements marked upon the plats joined to the minutes of these presents, in the order of the remittances proportionately to the payments herein above fixed.

The said society may moreover resell all or a part of the three million acres, before the times herein above fixed for the payment of their price, provided that the said society give up to the Sieur Barlow, under the title of pledge the agreements of the under purchasers, but the said Sieur Barlow shall give back to the said society these agreements when it shall pay to him their entire value.⁶ * * * * *

Who while approving and confirming the engagements herein above contracted by their co-associates for their society have by these presents appointed for their attorneys, general and special, Mr. Playfair and Mr. Barlow herein above named and M. Jean Antoine Chais of Soisson, advocate to the Parliament to whom jointly and severally they have given power to resell all or a part of the said three million acres at the best price, terms or conditions of receiving the price thereof, or to assign it all or in part, and to go out of the society with respect to the principals of the Sieur Barlow, to give for this purpose every acquittance, consent, subrogation and to disseize in consequence the society of its rights of property over the object of resale in favor of their purchasers and generally to do for the ease and accomplishment of the said sale all which the said Sir attorneys appointed shall judge most fit for the advantage of the said society, to substitute in the present powers one or several associates.

And for the execution of these presents the parties have chosen domiciles and names in their dwellings in the aforesaid four places anything to the contrary notwithstanding.

Made and done at Paris and the residence of the parties:

November 3d, 1789, before noon * * * have signed the minutes of these presents remaining with M. Fairmain one of the notaries above mentioned.

Signed FARMMAIN
pour Copie: Signed F. M. T. DE BARTH.

III

PETITION OF FRENCH EMIGRANTS TO THE AGENTS OF THE OHIO COMPANY, IN DECEMBER, 1795.

The French inhabitants of Gallipolis by their Agents Matthew

⁶Here follows a partial list of the members of the Society of the Scioto. For full list see above, p. 25.

Berthelot, Peter Bureau, and R. J. Meigs, take liberty to lay before them the following Memorial:

In the Year 1789 appeared at Paris Joel Barlow Esq., agent of a Company by the name of the Scioto Company, & by his Sub-agents Messrs. Playfair & De Soisson, offered for Sale large quantities of Land, lying in the Western Territories, a plan of which Lands were exhibited, for the Information of those who wish to become purchasers, which included the Lands, opposite & below the Great Kanawha (in the Ohio Company's Purchase) in which general Plan was included that of a City to be situated opposite the Mouth of the Great Kanawha, a considerable quantity of those Lands were purchased by us—also a number of City Lots, to be chosen by us, out of the City Lots so designated by the said Plan. Possession of all of which were to be delivered immediate upon our Arrival.

Upon our arrival from France to Alexandria, we finding no agent, or arrangements made by Mr. Duer, the Superintendent of the Scioto Company (as had been promised) for transporting across the Mountains, we sent to Col. Duer, who sent Col. Franks as his agent to negotiate with us, relative to the expenses of our delay at Alexandria & other matters incident to our Situation.

Colonel Franks, & other agents of Mr. Duer then engaged, as a Compensation for our expenses incurred at Alexandria, that the Scioto Comp'y should grant to each of the purchasers among us one City Lot and one four-acre Lot adjacent to said City.

In the meantime the Scioto Comp'y finding the Lands they had sold us in France belonged to the Ohio Company, negotiated a Contract with the Ohio Company by Messrs. Duer, Flint & Craigie of the part & Messrs. Putnam & Cutler Directors of the Ohio Company on the other four parts of those Lands they had sold in France, in order to fulfill their Engagements with the purchasers, & a right of Entry was given by Messrs. Putnam and Cutler. In Consequence of the said Contract, & such right of Entry, the Scioto Co. proceeded to lay out the Town of Gallipolis for the fulfillment of their Contracts with us, who after long & expensive journeys, arrived at Gallipolis.

Major Guion, Agent for the Scioto Company at Gallipolis, proceeded to designate by the Choice of the Purchasers to them the Lots sold in France, next by the drought the City Lots & four acre Lots engaged at Alexandria, as aforesaid, & lastly to sell in behalf of the Scioto Company other City & four-acre Lots for which he received in many Instances immediate payment.

In this situation, under these Circumstances & Assurances, we have proceeded to clear, occupy & build, indiscriminately upon the City and four-acre Lots, not in the least doubting but that we should receive from the Scioto Company Sufficient Titles to the Lots so assigned. But our Expectations are disappointed by the failure of Mr. Duer, & the Lands we are upon belonging to the Ohio Comp'y.*

(After the failure of Mr. Duer, Mr. Craigie, one of those who contracted with the 2 Directors of the Ohio Comp'y, finding the Scioto

Comp'y unable to complete their Contract with the Ohio Comp'y for the Lands and being then a proprietor of 5 shares in the Ohio Company, purchased at New York on the — day of — relinquished, & transferred to the Ohio Company his aforesaid 5 shares as a Compensation for the damages the Ohio Comp'y Sustained by the failure of the Scioto Comp'y in Executing their Contract and the Contract was annulled & given up on both sides. And thus it has become impossible for the Scioto Comp'y to fulfill their Contracts with us relative to the Lands at Gallipolis.)

(And further we beg leave to state that if the Expenses of the Ohio Company attending the negotiation between the Scioto & Ohio Company, do not amount to the Value of the 5 Shares so transferred & relinquished by Mr. Craigie, that the Ohio Com'y have gained an acquisition—an acquisition of so much Value, as the amount of the difference between those expenses, & the Value of the 5 Shares so relinquished & transferred. If then there be to the Ohio Comp'y any acquisition, we consider that indirectly it accrued by our Means, in some measure, for had not we contracted for those Lands with the Scioto Comp'y, the Scioto Comp'y would not have contracted with the Ohio Comp'y, for them, & if the Ohio Comp'y had not contracted, they would not have received from Mr. Craigie the 5 Shares for the non-performance of the Contract—& further that the Ohio Comp'y have suffered, but we by the failure of the Contract and further that by our settlement we have augmented the value of the O. Co. Lands in that quarter of the Purchase—we do not pretend to have upon the Ohio Comp'y any Claim in Law for those Lands—Although we were not parties to the Contract between the Ohio & Scioto Comp'y, yet we have entered upon those Lands with the knowledge & Consent of the Ohio Comp'y & have resided on them to this time, we trust our Situation will be taken into Consideration.)

(Confiding in the Scioto Comp'y we have paid for the Lands we occupy, our resources have been exhausted by long Voyages and Journeys & by Improvements upon those Lands which we now find not our own, & being satisfied the Ohio Comp'y would not wish to reap from us the fruits of our labours, & gain an acquisition by our Loss, we request the Ohio Comp'y to grant to us so much of the Land relinquished to the Ohio Comp'y by Mr. Craigie, as shall include the Town of Gallipolis & the four-acre Lots adjacent thereto, if the residue of the Lands relinquished by Mr. Craigie will defray the expenses which the Ohio Comp'y incurred relative to that Negotiation between the Ohio Comp'y and the Scioto Comp'y.)

(These Circumstances we wish the agents of the Ohio Comp'y to take into consideration & grant our request.⁷)

P. BUREAU,

R. J. MEIGS, JUN.

MARIETTA, DECR. 17, 1795.

⁷The statements contained in that part of the document embraced in the parentheses were erased in the original MS. by the mutual con-

*Therefore we request that the agent of the Ohio Company would bargain & sell unto us the fractional parts of mile Squares No. (28) and number (34) of the third Township of the fourteenth Range, for such a price as shall be agreed on, & subject to such conditions and Regulations as they shall deem expedient & proper.

Signed—

P. BUREAU,
M. BARTHELOT,
R. J. MEIGS, JUN.

MARIETTA, DECR. 17, 1795.

IV

*TRANSLATION OF AN EXTRACT FROM A LETTER OF ONE OF
THE FRENCH EMIGRANTS TO THE SCIOTO DATED, CRIQUE
DES BUFFALOES, ON THE OHIO, OCTOBER 20, 1790* ^s

An accident having happened to one of our boats, we have put into a small creek on the east side of this great river to repair the damages. I am now writing on the stump of a tree we have just cut down, so that you will not look for elegance or fine sentiment in this letter, which I send you by a young man, a native of Pennsylvania, who is going to New Jersey. We traveled by short days' journeys from the place of embarkation, and can not say much in favor of the manners of the inhabitants of the road by which we passed, a very few excepted, who paid some attention to us and sold the productions of their farms at a reasonable rate; as to others, they took every advantage, and frequently imposed upon us in a shameful manner, demanding three or four prices for the casual refreshments of which we and our little ones had occasion. We hope soon to arrive at our new territory, where we shall find things in their original state, such as God made them and not perverted by the ungrateful hand of man. To some these surrounding woods might appear frightful deserts; to me they are the paradise of nature; no hosts of greedy priests; no seas of blood to wade through; all is quiet, and the savages themselves shall soon be taught the art of cultivating the earth, refinement of manners, and the duties of genuine devotion. Under this free and enlightened dominion the unfortunate and oppressed of our nation shall ever find an asylum, our language and customs will here be preserved in their original purity for ages to come, and France shall find herself renovated in the Western World, without being disgraced by the frippery of kings or

sent of the parties concerned. The Ohio Company refused to present the French with the land on which their town stood, and the French changed their petition to a request that the land in question be sold them at a nominal price. (See that portion of the MS. following the parentheses.) The petition as then amended was granted.

^sThis appeared in the *Pennsylvania Packet* for November 29, 1790.

seeing the best blood wasted in gratifying the ambition of knaves and sycophants. The weather is already cold, my hand is numbed, and our little temporary cabin is so full of smoke that I dare not venture in. So I bid you adieu. Tomorrow we pursue our route and hope to be fixed in our comfortable houses before the 25th of December.

V

COMMISSION OF BENJAMIN WALKER⁹

NEW YORK, 11 SEPT., 1790.

Dear Sir,

You will receive herewith three commissions, one constituting you a joint agent with Joel Barlow, Esq., in the management of the affairs of the Scioto Company in Europe.

Another, appointing you our agent for examining the accounts and proceedings of the agents of the company in Europe, and the third, appointing you the agent for managing all the concerns of the Scioto Company abroad.

In bringing forward and executing the commissions you will, we are sensible, act with all delicacy, and discretion, which our esteem for Mr. Barlow, and the nature of the case requires, and with respect to the last you will neither make it known, or act under, unless the state of the company's affairs and the conduct of the parties, who have been intrusted with their management, should in your judgment render it advisable.

Our anxious wish is to preserve harmony amongst all the parties intrusted with the negotiations of the sales in Europe, as far as it can be done consistently with the establishment of order in the conduct of the company's affairs, and solid security for the funds received on account of the sales. These points must at all events be obtained, or, the interest and the reputation of the company * * * as well as the property of the Purchasers will be inevitably sacrificed.

You will hear from us frequently on the state of matters here, and you will oblige us in giving from time to time an accurate detail of everything which relates to the Interest of the Company in Europe.

We are, Dear Sir,

With sentiments of esteem

Your obedt. humble Servts.

(Signed)

WM. DUER,

ROYAL FLINT,

and WM. CRAIGIE,

Trustees for the Scioto Purchasers.

Benjamin Walker, Esq.

⁹Benjamin Walker was dispatched to Paris with this commission from the Scioto Associates in America to investigate their affairs in Paris.

VI

LETTERS OF BARLOW, DUER, AND GUION

(A)

(EXTRACTS FROM A LETTER OF JOEL BARLOW TO COLONEL
WILLIAM DUER)

PARIS, NOVEMBER 29, 1789.

My Dear Sir:—

I have now the pleasure to inform you that the contract was completed on the 3d of this month. It is for the sale of three millions of acres—the price six livres the acre, to be paid either in cash or in American funds at ninety per cent., at the choice of the purchasers. It is probable that the greater part will be paid in the American French debt * * * some, however, will be paid in our domestic debt, and some in money. * * * The object of the company * * * is an immediate settlement, by the sale of portions to individuals and by sending cultivators in the service of the company. This they expect will raise the reputation of the lands to such a degree that they will sell them all off in the course of one year at a great profit. * * * The present circumstances of the kingdom are favorable, the object is popular, many portions are already sold, and the people preparing to embark in January. As I mentioned to you before, Major General Duportail and Major Rochefontaine give me reason to hope they will go at the head of the establishment. Now, although my contract, in the letter of it, does not depend on the success of this or any other enterprise, yet in such great affairs no remedy can be had for any breach that a company may make either from choice or necessity. The only assurance against a violation of their engagements is never to suffer them to conceive it for their interest to violate them. For this purpose the utmost prudence and energy are necessary on both sides the water; the manager here and the agents going with the people, will be perfectly in our interest. I have written to the gentlemen at Muskingum pointing out their duty in the strongest terms possible, which I wish you would enforce by your authority without delay, by writing them your reflections on the subject. I have advised them without delay, 1st, to ascertain the boundary between the 17th and 18th ranges of townships, at least the southern part of it—as these people will be there by the last of February—to begin their operations opposite the Great Kanawha on the 18th range—2d, to build them there a few huts and ovens, at least for the accommodation of one hundred persons,—3d, to send a person of activity from their settlement to Alexandria to make all the preparations on the route and at the fort for their reception and journey to the Scioto, and to wait at Alexandria to conduct them. For it can not be too much insisted on that the success of their sale of acres here, consequently their payment to us, will depend almost entirely on the accounts written back by the first people that arrive. It is an immense undertaking to the poor creatures who adventure in it * * *

they * * * trust their lives and fortunes to the representations that I make to them. The confidence is slight; it will be strengthened or destroyed in the minds of those who are still to be engaged, by testimony of those who first arrive. If the first one hundred persons find things easy and agreeable as it is within our power to make them with a little attention, the stream of emigration will be irresistible. Twenty thousand people will be on those lands in eighteen months and our payments will be made in twelve. Do, my friend, exercise your rapid imagination for a moment in writing to those gentlemen--the subject lies with weight on my mind; it is, though small, one of the most essential services that now remain to be done. Whenever you shall know the complication of difficulties I have struggled with in bringing this unwieldy business thus far, you will excuse the warmth of my entreaties and believe that they are founded on the maturest reflection, as well as on the most ardent desire to serve the interests of the concern.

The object¹⁰ which I recommended to you in my last is likewise in my opinion indispensable. I enclose here a duplicate of that part of my letter, lest you may not have received it. It is the only possible means of bringing a mere pre-emption into that shape in which it could be fairly offered for certain sale. It is absolutely necessary to us, it is the only reliance that the first purchasers of portions can have for their titles. The Secretary of Finance will certainly see the interests of the United States in making that arrangement, as it is their object to sink their debt by the sale of lands, as they are perfectly secure in this case as in the other, as it gives us the means of succeeding in the whole operation, and as the success of this will be followed by other sales to the extinguishment of a great part of the debt. I must add, as a further reason why you should not fail of making arrangements as recommended, that I have proceeded, as tho it were already done, by giving the company here power to resell portions before they make their first payment on the contract, requiring as my security the deposits of the payments for those portions. This they have already acted on to a considerable amount. It is further to be considered that it is possible that their first payment will not be made to us in season for us to make ours to Congress before the people will arrive; should the people not be put in possession of their small purchases on their arrival, we are ruined. It will be but a few acres, I imagine not above five thousand, that those who shall arrive by the first ship shall have purchased. The secretary can run no risk by allowing them to take possession of so small a portion before it is paid for, as he can not

¹⁰The object here referred to by Barlow was an attempt on the part of Duer to get Congress to allow the Scioto Company to pay for and be put into possession of a smaller amount of land than the contract with Congress provided for. See proposed petition of Scioto Company to Congress, *G. P.*, Vol. III, p. 109, embodying this idea. Barlow said, and very rightly, that only in this way could the first emigrants be sure of a title to their lands.

suppose we would sacrifice the advantage of all our contract for the sake of cheating Congress out of so small a sum. But if no other means will do, you must make a deposit of five or ten thousand dollars to get possession of such a number of acres opposite the mouth of the Great Kanawha to be afterwards recovered towards our contract. Dispatch such leave of entry to your friends in the West, but do not let the European settlers know the manner of this proceeding * * * but that the lands were all our own before. I hope you will be of my opinion on these subjects, and that nothing will prevent the people being put perfectly at ease on their arrival. * * * I can think of no argument in addition to those I have formerly used to induce you to write to me; my reflections on that subject are painful beyond description. * * * I am, dear sir, with sincere regards,

Your obedient servant,

J. BARLOW.

(B)

(JOEL BARLOW TO COLONEL WILLIAM DUER)

PARIS, 29 DEC., 1789.

My Dear Sir,

This goes by a ship to Alexandria, which carries about sixty settlers for the Scioto. Mr. Boulogne, a person well recommended to me, goes as their temporary agent till the arrival of Rochefontaine, which will be in a month after them. I have not failed to make every arrangement in my power to secure their good reception and that degree of happiness which will secure our success. I feel a great degree of confidence likewise that nothing will be omitted either by you or our friends in the West. I hope very soon to put it in your power to make our first payment to Congress, as [our] bargain, I believe, will be concluded within the next month for the sale of half a million acres. * * * Many reputable and wealthy families will go out for the Scioto in a short time. Should the first people find themselves happy I have no doubt but they would be followed in a few years by half a million other adventurers. The idea is new in France; it was extremely difficult to set it going, but there are cases which may extend it almost beyond calculation.

I have not yet received any letter nor any necessary information since I have left you. It is not my personal feelings alone which are affected by this circumstance. The business has required that I should know the situation and intentions of the concern, the progress of the surveys, the disposition of the savages, and a thousand other things, that I might determine what measures to take and what promises I might safely make to facilitate the operations of the first settlement.

Besides, it is difficult for me to keep this circumstance from being known, so as to endanger the confidence that People of all classes ought to have in my representation. For what confidence would you place in a stranger who should pretend to be the agent of a company which has totally neglected him for over two years?

When Rochefontaine arrives I shall hope to get some information, until then I shall despair of being able to know whether the Western company still exists or not.

(C)

(JOEL BARLOW TO COLONEL WILLIAM DUER)

PARIS, 25TH JAN'Y, 1790.

My Dear Sir,

Enclosed is a duplicate of my last, in addition to which, order the Treasurer to draw on me for one hundred thousand livres—the affair goes extremely well; it is true the payments are not made, but they certainly will be. The sales increase rapidly.

Don't for God's sake fail to raise money enough to put the people in possession—make any sacrifice rather than fail in this essential object. If it fails we are ruined. All our fortunes and my character will be buried in the ruins. I know I have run a risk in suffering the people to go till I could get possession, especially as I could get no information from you, but the risk was absolutely necessary, and the proposition to the Secretary of Finance which I have often mentioned is so reasonable that it can not be rejected. Tell him that twenty millions of acres may be sold here in two years after it is known that these people are quietly in possession of their lands. You can certainly among all your Connexions raise one or two hundred thousand dollars for a few months. I pledge the faith of an honest Man for the payment. If necessary draw on me at Ninety days for a second hundred thousand livres—advise me of it at the earliest possible. I shall be more particular in a few days.

(D)

(JOEL BARLOW TO M. BOULOGNE)

PARIS, JANUARY 1ST, 1790.¹¹

Mr. Boulogne,

Sir,—You are requested to inform the Gentlemen proprietors of land who go under your care to the Scioto and who embark in the first ship, that in consideration of their patience and good conduct since their departure from Paris, and as an inducement to them to persevere in so generous and glorious an enterprise, I give and grant to each of them a house lot within the city to be laid out opposite the mouth of the Great Kanawha River, and a right in the city commons, which house-lots shall be contiguous to each other, laid in two squares near the center of the city, which two squares shall be called by the following names, *premier coup* and *etrenne*, or such other names as you may think more suitable to the circumstances. Send me a list of these proprietors' names before you leave Havre, and I will forward their deeds by the agent in chief (add to this list the names of non-

¹¹Boulogne was the agent selected by Barlow to accompany the first party of French emigrants from Europe to America.

proprietors and of the women and children). As it must be some time after your arrival before the gentlemen can have their lands surveyed to them in the other municipalities, and as they will now be proprietors of one compact spot of land in the center of the city, and of a right in the large common that surrounds it, I advise them to make their first harvest there in a large common field. And by agreement among themselves every proprietor will enjoy his proportion of the harvest according to the number of hands he employs. In this situation, their labors will be more cheerful, they will inspire each other and instruct each other in the noble art of cultivating the lands.

Assure the Gentlemen, my dear sir, of my best wishes and prayers for their happiness. My heart goes with them. I consider them as the founders and fathers of a nation—their names will not only be carved on the bark of the trees along the banks of the Ohio, engraved on the stones that shall form the walls of the future city—but they shall be written in the hearts of their posterity, and not one of them shall be forgotten. My first pleasure on returning to my native country shall be to visit them in their habitations, find them happy on their own soil, and take them by the hand as countrymen, brothers, and friends.

As they have passed the tender scene of bidding adieu to all that was dear to them in their own country, believing they should be happier in mine, and, as their choice has been founded on the representations which I have made to them, I feel myself in a great measure responsible for their success. Though I have made every arrangement in my power for their agreeable reception and easy progress on their route, though after this their happiness must chiefly depend on their own industry and prudence; yet, as a duty which I still owe them I will send them by the agent some advice relative to that system which I conceive will be most suitable to their new situation.

Wishing you and them a prosperous voyage and a happy arrival in your second country.

(E)

(LETTER OF WM. DUER TO M. GUION¹²)

NEW YORK, MARCH 9TH, 1790.

Sir:

The object of your going to Alexandria is to meet a number of People expected very soon, if they have not already arrived from France, who have purchased lands in the western country of Joel Barlow, Esqr., agent for the Scioto Company—these people have a Superintendent or agent with them to whom you will make yourself and business known; but in doing this some address will be necessary, because it will be improper that your business should be known to any

¹²Major Guion was the agent selected by General Putnam to meet the emigrants at Alexandria, Virginia, and conduct them over the mountains to the Ohio country.

other person, or that you have any knowledge of Mr. Barlow or his agency in Europe—When you have made up your acquaintance with the principal person among these people, you will inform him that in consequence of letters received from Mr. Barlow, Mr. John Vanleer, at Red Stone on the Monongahela, has received orders from General Putnam to provide boats and provisions, and that a number of good laborers will be ready to go down and assist them in their operations through the summer, and everything is put in train to make their circumstances as agreeable as possible—that General Putnam who conducted the first settlers at Muskingum and is well acquainted in the country will be at Alexandria as soon as the roads are sufficiently dry to cross the mountains—which it is presumed will not be till the end of April—in the meantime it will be best they should remain at Alexandria unless on enquiry you find they can be better accommodated at Winchester or some other Country Town on the road to Red Stone; they will have no occasion to lay in any stock of provisions to carry them on except for a few days at a time, as they may be easily provided on the road, and in the neighborhood at Red Stone and below any quantity of Flour, Pork, and whiskey may be procured very cheap.

You will advise their agent that it will be best their connection with Mr. Barlow and real destination should not be known to the people of Virginia till General Putnam arrives or you hear further from me; but that they should give out that they are bound to Muskingum where they expect such information as will enable them to fix on some particular place for settlement. You will befriend them in procuring accommodations and temporary supplies in such manner as will prevent their being imposed on from being strangers in the country and not speaking the language.

It will also be necessary that you ascertain as far as possible the best route to Red Stone, the price of waggonage and where they can be best procured. On your arrival at Alexandria you will write me immediately whether any of those people are arrived or not, and you will keep me informed of everything respecting them or any others coming out that shall come to your knowledge.

(F)

(MAJOR GUION TO WILLIAM DUER)

ALEXANDRIA, 31ST MAY, 1790.

My dear Sir,

The determination of marching with part of the people which I mentioned in my last to you has had an excellent effect—the report had no sooner got abroad amongst the unreasonable *acquerirs*¹³ than they saw their weakness in being divided and that there would be less probability of having their demands complied with.

Boulogne at first began to reason with me on the bad policy of it,

¹³Purchasers.

but finding me inflexible at length gave into it but faintly. A Mr. Thory and Laforge, two of the most unreasonable, finding us arranging for the march, waited on Mr. Barth and asked him for his advice; he told them that they had not consulted with him when they made their demands and that he could not advise them now—pretending ignorance of the nature of their demands and the answers they had received, and what Franks &c. had written—he told them however that he thought that they had better go on with us. I find a much more considerable number ready to go on with us than I at first imagined would go.

Mr. D'Hebecourt & Mr. Rome & others, have requested the paper signed by Mr. Franks & Co. that if the business should fail, that is, if the rest do not follow—that the company shall be at the charge of transporting their baggage back to this place if they choose to return from Winchester, the place I mean to halt them at. By every account I can get I think they will be much better satisfied there than here for a variety of reasons. I mean at all events to set off before your answer to their demands could possibly return. If you can come here yourself, do it by all means, it will have the best possible effect. I wish most heartily you had never sent Mr. Boulogne—he pleads indisposition and says he must stay till another Post. I am sure it is feigned, and that it is done only to see if we do not win over his party. You must beware of him—do not think that I have any prejudices that lead me to say this of him—I declare to you I have not—I am on the best terms with him, and he rather thinks I lean to his side than otherwise.

I wrote yesterday to General Putnam by one of the men engaged under Capt. Burnham; he left at Red Stone twenty-seven of that company when he came away, which was on the 10th inst., but his account of the lowness¹⁴ is a circumstance which may be embarrassing; but when there we must do the best we can.

I shall write to you fully by the next Post, as Boulogne must be really sick or will have no excuse to remain here longer, and I mean if possible to set off for Winchester the same day.

¹⁴Referring to the stage of water in the river Ohio. Such a state of things would prevent navigation until a rise occurred.

APPENDIX IV

ESTIMATE OF THE EXPENSES NECESSARY TO SEND THE CULTIVATORS WITH THE THINGS NEEDFUL FOR THEM¹

	En France	En Irlande	En Amérique
Passage to America of 4,000 persons at 8 livres per head.....		32,000	
Expense of the trip from Alexandria where the emigrants disembark for the colony, at 20 livres each.....			80,000
Four hundred muskets at 15 livres.....	6,000		
Produce, lead and lines*.....	3,000		
Four hundred horses to be bought at 50 livres.....			20,000
Two hundred asses at 50 livres, to be purchased in America.....			10,000
Expense of leading the asses at 3 livres...			600
Expense of leading the horses at 4 livres..			1,600
Two hundred ploughs and the utensils pertaining to them.....			4,000
Two hundred cows at 60 livres and the expense of their passage (to west) at 3 livres.....			12,600
One hundred sheep at 6 livres and the expense of their passage (to west) at 1 livre.....			700
Two thousand sows and their offspring (leurs petite) at 8 livres and the expense of their passage 1 livre			18,000
Twenty thousand bushels of corn for seed at 4 livres per English bushel.....			80,000
Seeds of various kinds.....			5,000
Provisions necessary for six months at the rate of six sous per day			216,000
For various kinds of utensils.....			20,000
For the construction of flour mills in America			10,000
Expenses of the agents in Ireland who will procure colonists.....		12,000	
Commission of the negotiators which will be charged for the embarkation.....		1,000	
Expense of various things bought in Europe and sent to America	3,000		
Total.....	12,000	45,000	478,500

*Most probably fishing lines.

¹This estimate of the expense to be undergone by the Scioto Company in making its settlement on the Ohio is taken from the *Prospectus pour l'établissement sur les rivières d'Ohio et de Scioto en Amérique*. The cultivators referred to are laborers to be hired by the company and sent to America to cultivate the lands of the company there.

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